

LAW REVERSIONARY INTEREST SOCIETY, LIMITED

24, LINCOLN'S INN FIELDS, W.C.

ESTABLISHED 1855.

Capital \$400,000
 Debentures and Debenture Stock \$180,000
REVERSIONS BOUGHT. LOANS MADE THEREON.
Proposals Terms and full information may be had at the Society's Office.
 W. OSCAR NASH, F.I.A., Actuary.

MIDLAND RAILWAY HOTELS.

LONDON, N.W. (Within Shilling cab fare of Gray's Inn, Inns of Court, Temple Bar, Law Courts, &c.) Buses to all parts every minute. Close to King's Cross Metropolitan Ry. Station. The New Victorian Rooms are available for Public and Private Dinners, Arbitration Meetings, &c.)
LIVERPOOL - **ADELPHI** - Close to Central (Midland) Station.
HEADFORD - **MIDLAND** - Excellent Restaurant.
LEEDS - **QUEEN'S** - In Centre of Town.
DERBY - **MIDLAND** - For Peak of Derbyshire.
MORECAMBE - **MIDLAND** - Tennis Lawn to Seashore. Golf.
HEYSHAM-HEYSHAM TOWER, nr MORECAMBE. Lovely Country. Golf.
Tourists on Application. Telegraphic Address "Midotel."
 Adelphi "Turtle" Soup forwarded from Adelphi Hotel, Liverpool, per quart jar 18s. 6d. per pint jar, 9s. 6d., carriage paid. Speciality for Invalids.
WILLIAM TOWLE, Manager Midland Railway Hotels.

THE OLDEST & WEALTHIEST EXISTING MORTGAGE INSURANCE OFFICE. THE LAW GUARANTEE AND TRUST SOCIETY, LIMITED.

SUBSCRIBED CAPITAL - £1,000,000. PAID-UP - £100,000
 FIDELITY GUARANTEES OF ALL KINDS. ADMINISTRATION AND LUNACY BONDS, MORTGAGE, DEBENTURE, LICENSE, AND CONTINGENCY INSURANCE. TRUSTERSHIPS FOR DEBENTURE-HOLDERS, &c.

HEAD OFFICE: 49, Chancery-lane, W.C. | CITY OFFICE: 55, Moorgate-street, E.C.

IMPORTANT TO SOLICITORS

In Drawing LEASES or MORTGAGES of
LICENSED PROPERTY

To see that the Insurance Covenants include a policy covering the risk of
 LOSS OR FORFEITURE OF THE LICENSE.

Suitable clauses, settled by Counsel, can be obtained on application to
 THE LICENSES INSURANCE CORPORATION AND
 GUARANTEE FUND, LIMITED,
 24, MOORGATE STREET, LONDON, E.C.

Mortgages Guaranteed on Licensed Properties promptly, without
 special valuation and at low rates.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

ESTABLISHED OVER HALF A CENTURY.

10, FLEET STREET, LONDON.

FREE,
SIMPLE,

THE
PERFECTED SYSTEM
 OF
LIFE ASSURANCE.

AND
SECURE.

FUNDS - £3,000,000. INCOME - £390,000.
 YEARLY NEW BUSINESS - £1,000,000. BUSINESS IN FORCE - £11,700,000.

TRUSTEES.

The Right Hon. Lord HALSBURY (Lord High Chancellor of England).
 The Hon. Mr. Justice KEEBLE.
 The Right Hon. Sir JAMES PARKER DEANE, Q.C., D.C.L.
 WILLIAM WILLIAMS, Esq.
 RICHARD PENNINGTON, Esq.

DIRECTORS.

Bacon, His Honour Judge.
 Davy, The Right Hon. Lord.
 Deane, The Right Hon. Sir James Parker, Q.C., D.C.L.
 Ellis-Davies, Edmund Henry, Esq.
 Finch, Arthur J., Esq.
 Furse, Geo. Edgar, Esq.
 Garth, The Right Hon. Sir Richard, Q.C.
 Healey, C. E. H. Chadwyck, Esq., Q.C.
 Johnson, Charles F., Esq.
 Kekewich, The Hon. Mr. Justice.
 Lawson, The Right Hon. Lord.
 Masterman, Henry Chauncy, Esq.
 Mathew, The Hon. Mr. Justice.
 Meek, A. Grant, Esq. (Devizes).
 Mellor, The Right Hon. John W., Q.C., M.P.
 Mills, Richard, Esq.
 Morrell, Frederic P., Esq. (Oxford).
 Pennington, Richard, Esq.
 Bowditch, Edward Lee, Esq.
 Saltwell, Wm. Henry, Esq.
 Williams, C. Reynolds, Esq.
 Williams, Romer, Esq.
 Williams, William, Esq.

VOL. XLIII., No. 12.

The Solicitors' Journal and Reporter.

LONDON, JANUARY 21, 1899.

* * The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

Contents.

CURRENT TOPICS	183	LAW STUDENTS' JOURNAL	183
PROOF OF SERVICE OUT OF THE JURISDICTION	186	LEGAL NEWS	183
THE EFFECT OF PAYMENT BY A RECEIVER	187	COURT PAPERS	194
REVIEWS	188	WINDING UP NOTICES	194
LAW SOCIETIES	193	CREDITORS' NOTICES	195
		BANKRUPTCY NOTICES	196

Cases Reported this Week.

In the Solicitors' Journal.

African Gold Concessions and Development Co. (Lim.), Re	190
H. P. Thomas, Re	191
J. A. Jellicoe (A Solicitor), Re. Ex parte The Incorporated Law Society	192
John T. Braid (an Unqualified Person), Re. Ex parte The Incorporated Law Society	192
Mellor v. Tomkinson & Co.	190
Prudential Assurance Co. (Lim.) v. Church Coppenhall Parish Council	190
W. R. B. Watts (A Solicitor), Re. Ex parte The Incorporated Law Society	192
Yabbloom (Appellant) v. King (Respondent)	190

In the Weekly Reporter.

Baxter v. Holdsworth	179
Furber, In re	184
Hirth, In re. Ex parte The Official Receiver	192
Jarvis & Co. (Limited), In re	186
Owen's Patent, In re	180
Plan, In re. Griffith v. Hill	183
Power, In re. Power v. Howell	188
Shorey (Deceased), In re. Smith v. Shorey	188
Southwark and Vauxhall Water Co. v. Hampton Urban District Council	177
Statham v. Brighton Marine Palace and Pier Co.	185
The Queen v. Ellis	183
Walker, In re. White v. Scoles	182
Woolf v. Woolf	181

CURRENT TOPICS.

IN THE COURSE of a case which was before him on Wednesday, Mr. Justice WRIGHT remarked that there had recently been great laxity as regards the notices of intention to appear on the hearing of winding-up petitions, the numbers of shares and other particulars having been omitted from such notices. In future no costs would be allowed where the proper form (Form 2 to Rules of April, 1892) was not complied with.

THE COURT of Appeal last week animadverted on the practice (as Lord Justice A. L. SMITH expressed it) "when a judge makes an order at chambers and refuses leave to appeal, for counsel to rush across the building and interrupt the business of this court by applying for leave to appeal." He added that the Legislature intended that, as a general rule, there should be no appeal in small matters.

IN THE COURSE of a case of *Chandebois v. Burry*, which came before BYRNE, J., on Wednesday last, his lordship made some observations on the practice of house agents settling agreements for sale of real property, thus "usurping," as the learned judge said, "the function of solicitors." The action of *Chandebois v. Burry* was for specific performance of such an alleged agreement, and the purchase-money exceeded £28,000. His lordship pointed out that the practice on which he was commenting acted greatly to the detriment of the public in the "complicated state of our real property law," and said this was the second case before him within a very short time in which that practice had given rise to litigation over the agreement for sale (referring to *Whiteman v. Hambourg*, heard last sittings; see also the recent case of *Wauton v. Coppard* (47 W. R. 72; 1899, 1 Ch. 92), before ROMER, J.).

THE QUESTION as to the sufficiency of the document which must be filed under section 25 of the Companies Act, 1867, in order to protect an issue of shares as fully paid up, is still productive of litigation. The latest decision is one given by WRIGHT, J., this week in *Re African Gold Concessions Co. (Limited)*. We know from *Re Karashoma Syndicate* (46 W. R. 37) that the filed

contract must itself shew the consideration for which the shares are issued. Hence it is not enough to file a subsidiary agreement which states that the shares are issued for the consideration specified in the principal agreement, the latter agreement being only referred to and the consideration not further identified. But while the filed agreement must in some way identify the consideration, the particularity with which this is to be done is still a matter of doubt. Is a person who goes to inspect the filed agreement entitled, in the case of a purchase of property for shares, to find there an exact description of property, or is it enough if he can discover generally the nature of the consideration? In *Re Maynards* (46 W. R. 346) KREKOWICH, J., considered that a statement that the consideration consisted of leasehold hereditaments, for the particulars whereof reference was made to an unfilled agreement, was not sufficient. In *Re Frost & Co.* (47 W. R. 27), on the other hand, ROMER, J., was satisfied with a statement of the consideration as consisting (*inter alia*) of "certain leasehold messuages, shops, and premises." This, he said, would be a sufficient statement of the consideration to satisfy the Statute of Frauds, and no more was required under section 25. It is to be noticed that the Legislature did not consider what were really the particulars which it would be beneficial for the public to know. Had this course been adopted, section 25 would probably have assumed a very different form. Under the section it is a "contract" which must be filed, and whatever would be sufficient to constitute an enforceable contract must be a sufficient compliance with the section. In the present case of *Re African Gold Concessions Co. (Limited)* WRIGHT, J., has followed the decision of ROMER, J., and has held that it is enough if the nature of the consideration is disclosed, although for the complete identification of the property taken over by the company it is necessary to have recourse to other evidence than that of the filed contract. The property was described in the filed agreement as "lands and premises situate in the mining district of Millwood, in Cape Colony," reference for particulars being made to the principal agreement. WRIGHT, J., held that this disclosed the nature of the consideration, and that section 25 had been satisfied. It is certainly desirable that the question should be settled by the Court of Appeal.

ONE of the provisions of the Criminal Evidence Act which is most in need of construction by the highest court is that which allows an accused person to be cross-examined as to previous crimes and convictions, where "the nature or conduct of the defence is such as to involve imputations on the character of the prosecutor or the witnesses for the prosecution." The meaning of these words was discussed last week at the Old Bailey, in the murder case of *Reg. v. Marshall*. The prisoner, a woman, had stabbed the deceased, who was her own sister, in the presence of the husband of the deceased, no other person being present. The defence set up was that it was the husband, and not the prisoner, who had struck the fatal blow. In support of this defence the husband was closely cross-examined with the object of shewing that he was really the guilty party, and subsequently the prisoner on oath gave evidence with the same object. The prosecuting counsel then proposed to cross-examine the prisoner as to her previous convictions, but this course was strongly opposed by the defending counsel. He argued that, although undoubtedly it is an imputation on the character of a person to charge him with the crime of murder, still, under the circumstances of this case, there had been no imputation on the character of the husband within the meaning of the Act; "imputation" in the Act must mean an imputation of something anterior to, and independent of, the facts actually being investigated—that facts unconnected with the charge against the prisoner are brought forward to discredit a witness. Here the imputation was not made in order merely to discredit the husband, but as a necessary part of the defence—a necessary part, under the circumstances, of a denial of the charge. DARLING, J., the presiding judge, although he said that he had no real doubt on the matter, consulted with the Recorder and the Common Serjeant, and after such consultation, he allowed the proposed cross-examination. From this it appeared that the prisoner was a most violent woman, who had been several times convicted of wounding

and had received heavy sentences in consequence. This revelation of the prisoner's character not improbably had considerable effect upon the jury, and secured a conviction that otherwise might not have been obtained. This decision is one of some authority, and is, we submit, right. If it was intended to limit the meaning of the words of the Act in the manner suggested, no doubt such intention would have been made clear. In fact this case seems to be an excellent example of the very kind of case in which Parliament considered that the past career of the prisoner should be made known to the jury. The "nature" of the defence was that the husband was the murderer, not the prisoner. If such an allegation is not an "imputation" within the intention of the Act, then words have no sure meaning.

A VERY singular point was raised in *Re Higginson & Deane* (*ante*, p. 153). The bankruptcy of the firm of HIGGINSON & DEANE occurred in 1847. The bankrupts were the owners of certain shares in the Leeds and Thirsk Railway, but for some reason—probably because they were then of no value—these shares were lost sight of. The other assets were realized, a dividend was declared, and the winding up being apparently closed, the trustee was released. The Leeds and Thirsk Railway, however, became merged in the North-Eastern Railway, and in 1897 the official receiver, who under the circumstances had become trustee in the bankruptcy, discovered that there was a valuable asset still in the estate. He obtained an allotment of shares in the North-Eastern Railway in place of the original holding in the Leeds and Thirsk Railway, and these new shares he sold, realizing thereby the sum of £6,500, which, of course, became available to further satisfy the claims on the bankrupts' estate. Among the creditors had been the Royal Bank of Liverpool, which was admitted to prove for £4,000, and upon this amount, accordingly, it ought now to have ranked for dividend. But the bank has been extinct since 1887. In that year it was dissolved by order of the court, and its books were directed to be destroyed. Who, then, were entitled to benefit by this disappearance? MESSRS. LITTLEDALE & Co., who had proved for £56,000, urged that the bank's claim was to be treated as non-existent, and they moved in the Manchester County Court, where the liquidation was being conducted, to expunge the bank's proof. *Prima facie* this was the proper thing to do; but, unfortunately for the contention, a corporation does not become extinct without leaving a claimant. If the dividend which would have gone to the bank was to be treated as ordinary property, then upon the extinction of the bank it was *bona vacantia*, and belonged to the Crown. There was the difficulty that when the bank was gone the debt due to the bank was also gone, and therefore the dividend in favour of the bank was non-existent. This reasoning prevailed with the county court judge, and he rejected the Crown's claim. But on appeal the Divisional Court (WRIGHT and DARLING, JJ.) took the distinction that after proof the bank had a claim ranking higher than a mere right of action for the debt; it had an admitted right to share in the assets, and this right survived notwithstanding the extinction of the bank. The Crown, therefore, was entitled to take as *bona vacantia* the dividend which would have gone to the bank. It may be doubted, however, whether the distinction has any substance in it, and it disappoints the other creditors of a benefit in which they might fairly have expected to participate.

THE CIRCUMSTANCES in *Re Pontefract Municipal Election Petition* decided by WRIGHT and BRUCE, JJ., on Tuesday last, were somewhat peculiar, but the decision merely gave their logical effect to well-established authorities upon the point in question. On the 8th of November, the day before the day of the ordinary election of aldermen in a borough, a Mr. TAYLOR, one of the aldermen of Pontefract, by a notice in writing to the town clerk, resigned his office, and paid at the same time the fine provided for non-acceptance of office. By so doing he strictly complied with the provisions of section 36 (1) of the Municipal Corporations Act, 1882, as to resignation of office and did everything required to be done by himself to make his resignation

complete and effectual. But sub-section (2) of the same section provides that in any such case the council is forthwith to declare the office to be vacant and to publish this declaration with certain formalities, "and the office shall thereupon become vacant." No such declaration was made by the Pontefract Town Council before their meeting for the election of aldermen was held on the 9th of November. At this meeting three aldermen (including Mr. TAYLOR, if he still held office) were to retire by rotation in the ordinary way, and their places were to be filled by election. These aldermen are elected by the council at the quarterly meeting on the 9th of November, immediately after the election of the mayor, but by section 60 (3) of the Act an outgoing alderman is expressly prohibited from voting at the election of the new aldermen. Mr. TAYLOR was elected mayor at the meeting, and as such would in the ordinary course have an original vote, and in case of an equality of votes between candidates, a second or casting vote. The three petitioners in the election petition seem to have been supported by one party in the borough, the three respondents by another. The newly-elected mayor and ten others voted for each of the respondents and eleven voted for each of the petitioners: the mayor then gave a casting vote to each respondent and declared each of them to be elected. If the mayor's office of alderman had been duly vacated by his resignation on the previous day he had power so to give his votes: if that office was not vacant he was "an outgoing alderman," and had no power to vote at all. Now, in *Reg. v. Mayor of Wigan* (14 Q. B. D. 908) it was decided that a resignation is completed by the delivery of the notice and the payment of the fine under section 36 (1), and cannot afterwards be withdrawn. But *Reg. v. Mayor of Leeds* (7 A. & E. 963), *Hardwick v. Brown* (L. R. 8 O. P. 406), and *Reg. v. Mayor of Welshpool* (35 L. T. N. S. 598) make it clear that the resignation does not make the office vacant until the declaration of vacancy has been duly made by the council under section 36 (2). Thus while Mr. TAYLOR after he had given his notice and paid his fine could no longer act as alderman, yet the office was not vacant, and he was accordingly an alderman whose turn it was to retire at the meeting on the 9th of November—he was, in fact, "an outgoing alderman" within section 60 (3). He was, therefore, not entitled to vote at the election of new aldermen, and as his votes could not be counted, the three petitioners, and not the three respondents, were the persons elected. Having regard to the authorities, the case, although a peculiar one, was practically free from doubt, and the judges being of this opinion refused leave to appeal.

A POINT of considerable importance to those concerned in the liquor trade came before a Divisional Court this week in the case of *Stephenson v. Rogers*. The respondents are brewers at Bristol, who hold a retail off-licence in respect of certain premises at Cardiff. In another part of the town of Cardiff they have an office, in which orders are received, but no stock of beer is kept. In this office the appellant, an excise officer, gave an order for beer to be delivered at his private house. The respondents' agent told him that they did not sell beer at that office, but merely passed on the order to the licensed premises where the order might be either accepted or rejected. Subsequently the order was received at the licensed premises, certain bottles of beer were then appropriated to the order, and the goods were delivered by the respondents' messenger to the appellant at his house and there paid for. This was an appeal, by way of special case, against the refusal of justices to convict the respondents of selling at a place where they were not authorized by their licence to sell. The question really was, at what place was the sale effected? It may be argued that it was effected at the office where the order was given, or at the licensed premises, or at the buyer's residence. With regard to the first suggestion (as was held by the court in upholding the decision of the magistrates), there was clearly, under the circumstances, no contract at all. There was merely an order given without acceptance, and if the goods had never been delivered apparently no action would lie against the respondents. The order, however, was received at the licensed premises, and then the goods were appropriated to the order. By this appropriation the order was accepted, and

so there arose a contract; and also by the appropriation the property in the goods passed to the buyer, and there was a complete sale. All that remained was for the seller to deliver the goods, and for the buyer to pay for them, either of which obligations might be performed by agreement at any place or time without affecting the completed sale. There are two recent reported cases on this subject which seem to shew clearly that the place where the liquor is sold is the place where it is appropriated to the order. These cases are *Pletts v. Campbell* (43 W. R. 634; 1895, 2 Q. B. 229), and *Pletts v. Beattie* (1896, 1 Q. B. 519). The appellant in these cases was the same person, a brewer who held a retail off-licence. In the first case, an order for beer was given to the brewer's carter at the buyer's door, and on a subsequent day the carter carried out the order by delivering a jar of beer at the customer's house, and there and then receiving payment for it. There were a number of other similar jars of beer in the cart, and there was no label or mark upon the jar to shew that it had been previously appropriated to the buyer. It was held that the sale took place at the buyer's house, and that the appellant had been rightly convicted. In the other case the buyer sent an order for the beer upon a form printed on the back of a postcard. The form contained words consenting to the brewer appropriating goods, of the description required, to the order at the brewery. Before leaving the brewery the goods were labelled with the buyer's name and address, and were subsequently delivered to him at his house and there paid for. Here it was held that the goods, having been appropriated to the order at the licensed premises, there was a complete sale there, and that therefore the conviction was wrong. Mr. PLETTS was therefore successful, though, no doubt, at considerable expense, in finding out just where to draw the line.

THE WORKMEN'S Compensation Act, 1897, continues to occupy a considerable proportion of the time of the Court of Appeal, whose decisions are gradually clearing away the numerous obscurities in which the construction of the Act is involved. Two questions of some importance were disposed of last week. In *Keast v. The Barrow Hematite Steel Co.* the question was as to the meaning of the words "average weekly earnings" in clause 1 of the first schedule to the Act, under which the amount of compensation is to be "(b) where total or partial incapacity for work results from the injury, a weekly payment during the incapacity after the second week not exceeding 50 per cent. of his average weekly earnings during the previous twelve months, if he has been so long employed, but if not, then for any less period during which he has been in the employment of the same employer, such weekly payment not to exceed one pound." In the present case the injured workman had been employed for sixteen years, and during the twelve months preceding the accident his earnings amounted to £70 7s. 9d., giving an average of £1 7s. per week. The workman, however, contended—and the county court judge gave effect to the contention—that in calculating the weekly average certain odd days, amounting when taken together to some three or four weeks, during which he had not been at work should be excluded. The result was that his earnings for the year were divided by a less number than 52, and the average weekly earnings were increased to £1 9s. The county court judge therefore awarded 14s. 6d. as the weekly payment. It does not appear to have been contended that the man's absences from work amounted to such a break in his employment as would bring the case within the latter words of the clause quoted; the employment was treated as continuing for the whole twelve months, although with certain short intervals of abstention from work. The result of the view of the words "average weekly earnings" adopted in the county court was that the more days in the year that a workman was absent from his employment the higher would be the rate of his compensation in case of injury. The Court of Appeal held otherwise, and considered that the total earnings for the year ought to be divided by fifty-two to obtain the weekly average, and that the weeks when the workman was absent ought not to be subtracted from the divisor. This construction seems to be required both by good sense and by the words of the statute. In *Mellor v. Tomkinson & Co.* some

words in section 7, the section which defines the employments to which the Act is to apply, were under consideration. The words are "in or about any building which exceeds thirty feet in height, and is either being constructed or repaired by means of a scaffolding or being demolished, or in which machinery driven by steam, water, or other mechanical power is being used, &c." The workman in this case was injured while engaged in building the wall of a house; the wall was less than thirty feet in height, but machinery driven by mechanical power was being used in connection with it. The question was whether the words "which exceeds thirty feet in height" govern the whole of the words which follow it, or whether where the machinery referred to is used the building need not be thirty feet high to entitle the workman to compensation. The double use of the word "or" makes the grammatical construction of the section a little difficult, but there can be no reasonable doubt that the Court of Appeal (affirming the county court judge) arrived at the correct interpretation—the building must answer to one of two descriptions: it must either be thirty feet high, or it must have certain machinery used in connection with it; and further, if it falls within the former description only, it must also be either in course of construction or repair by means of a scaffolding or in course of demolition. Greater clearness would have been attained if the draftsman of this clause had inserted the full description of each employment in a separate paragraph.

THE CONSIDERED judgment of WILLS and BRUCE, JJ., in *Re An Arbitration between the Buckingham and Hertford County Councils*, delivered last week, is a valuable authority on a point of local government law on which some judicial guidance was very necessary. Under the Local Government Act, 1888, the boundaries of areas of local government, such as counties, county districts, parishes, and some others, may be altered by certain prescribed methods; and supplemental powers as to these matters are conferred by the Act of 1894. In the case of counties the procedure is a provisional order of the Local Government Board, made under section 54 of the Act of 1888, after a local inquiry, and confirmed by Act of Parliament. In the case of districts and parishes the alteration is effected by an order of the county council made after a similar inquiry, and confirmed by the Local Government Board. Local authorities affected by such an order are empowered by section 62 (1) to make agreements for the purpose of "adjusting" any of their "property, income, debts and liabilities, and expenses" so far as affected by the order, and the agreement may provide, amongst other things, for the "transfer or retention of any property, debts, and liabilities . . . and for the transfer of any duties, and for the payment by either party to the agreement in respect of property, debts, duties and liabilities so transferred and retained" by way of a capital sum or a terminable annuity. In default of agreement, the adjustment may be made by an arbitrator. The matters which may be the subject of adjustment are somewhat loosely described, and the language used varies in different parts of the clause, and the word "adjustment" is itself a term of undefined significance. Considerable difficulty has been felt as to what may properly be included in an agreement under section 62, and, in case of an arbitration, what may properly be dealt with by the arbitrator; and the same remark applies to section 68 of the Local Government Act, 1894, the section which provides for adjustments under that Act. Cases often occur in which a piece of property, such as a county building or a workhouse, has been provided for the use and benefit of a certain area by means of a loan payable out of contributions raised from the ratepayers of that area; part of the area is transferred by means of an order to another area and loses the benefit of the property in question, the original area retaining the property and undertaking the liability in respect of the loan. Here there is evidently a case for adjustment; property or the rights to property become affected by the alteration of area; the value of the property retained by the one area and lost by the other must be considered in connection with the liability on the loans, and it must be determined whether or not the one ought to pay any compensation to the other. And it must be borne in mind that the retention of property (together with or without a

debt upon it) is not necessarily an unmixed advantage: it may be a *damnum hereditas*, as was suggested to be the case with the workhouse in the *Rochdale and Haslingden* case (1898, 2 Q. B. 206). That case also raised the more difficult question of whether where, without any transfer of property, the loss to one area and the addition to another of a particular tract of land involves a loss and a gain of rateable value, such loss and gain ought to be the subject of adjustment. It was urged in that case that as the Rochdale Guardians had lost a portion of their union which was exceptionally free from pauperism, but of course contributed its due proportion of the rates, they ought to be compensated for the loss. CHANNELL, J., was inclined to think that this was not a matter which *per se* required adjustment, but was an element to be taken into account in adjusting the burden and liabilities (viz., as to property) which did require adjustment. This dictum is a little difficult to follow, for it would appear that a matter which is an element to be considered in making an adjustment of other matters ought, if it stands alone, to be itself the subject of adjustment. WILLS and BRUCE, JJ., in the recent decision, although not expressly dissenting from this dictum, have held that the transfer from one county to another of an area which, having regard to its contributions to the common fund and the small amount of expenditure which its necessities demanded, was a remunerative area, ought to be made the subject of an adjustment. In so deciding they have given to section 62 of the Act of 1888 the wide meaning which the language of that section certainly suggests to be the intended import. If loss and gain arising out of a transfer of property are to be adjusted, there seems to be no good reason why loss and gain otherwise arising from the alteration of areas should not also be adjusted. The *Bucks and Herts* case is, we believe, the only direct decision upon this point, but the question of adjustment generally is likely soon to be considered by the Court of Appeal, where the *Rochdale and Haslingden* case stands high in the list.

PROOF OF SERVICE OUT OF THE JURISDICTION.

It is a melancholy fact, which legal practitioners of to-day have to face, that it is becoming more and more impossible for the Rule Committee to make rules to meet the changing requirements of procedure. Its members are not often in London at the same time, and when they are, they are too busily engaged in battling with arrears of actions for trial to spare much time for the consideration of questions which cause trouble to solicitors in the conduct of actions. Moreover, they are far removed from the means of knowledge of the existence of these causes of trouble, which arise for the most part in the interlocutory stages of proceedings. The summons for directions was probably intended as a patent universal panacea for all the interlocutory ills that an action is heir to. But the summons for directions has not settled much, while it has unsettled a great deal. Regarded as a panacea its stringent operative effect on actions has been more convulsive than salutary. It certainly has not had, and cannot have, any effect on the subject with which we are now dealing.

When an English litigant sues a foreign person or corporation, his first step is to serve his defendant abroad with notice of the writ in accordance with the order for service out of the jurisdiction. According to the ancient practice of our High Court, he must produce proof of that service in the form of an affidavit made by the person who effected service, sworn before some person in the foreign country duly authorized to administer an oath. Our court is very precise in its requirements. It will have the oath and nothing but the oath, and unless the affidavit is sworn before one of the British Consulate officers, or before some notary or other person whose qualification is duly vouched for, it will have nothing to do with the testimony produced in proof of service. According to English law a mere declaration is not evidence in a court of justice. By section 7 of the Statutory Declarations Act, 1835 (5 & 6 Will. 4, c. 62), declarations are not to be used as evidence in judicial proceedings. The Oaths Act, 1888 (51 & 52 Vict. c. 46), allowed affirmations by certain persons in England to be substituted for oaths, but that permission is con-

fined to persons having no religious belief, or to whose religious belief the taking of any oath is contrary. Therefore according to English law service in a foreign country must be proved on oath.

It so happens, however, that several foreign governments have developed ideas of their own with regard both to service of English process in their countries and to the question of oaths in general, and these ideas do not fit in with the requirements of the English court. We called attention to the subject of oaths in Germany some four years ago (vol. 39, p. 53) pointing out the serious difficulty which had been created by the then recent law with regard to oaths and service in that country. Since then the case of the English plaintiff suing a foreign subject abroad has gone from bad to worse. The difficulty in Germany has extended to Russia, Switzerland, and Spain. We are without very definite information with regard to the law of the countries last named. Perhaps some of our readers may be able to enlighten us on the point. But it is undoubtedly a fact that difficulties have begun to arise in all these three countries, both as to service and as to proof of service on oath. The extensive trade carried on with Germany places that country in the most prominent position with regard to English litigants. It is constantly happening that an English solicitor charged with the duty of serving notice of a writ on a German subject in Germany is met by the reply from his correspondent there that the notice of writ can only be served by the duly accredited official of the German court, and that if anyone else were to attempt to effect service he would be arrested. The English solicitor then instructs his correspondent to have the notice of writ served by the German court official, and to get that official to make an affidavit of such service, or the nearest approach to an affidavit which can be obtained. The result is that he receives by post a certificate by the official of the German court that he served the notice of writ on the defendant. This certificate is in the German language, and generally bears a seal purporting to be that of the official in question.

Then arises the constantly recurring difficulty with the English court. This German certificate is the only obtainable evidence upon which the English plaintiff can proceed, and according to English law it is a species of document which is not evidence, and which cannot be filed. One loophole only exists for the plaintiff. The solicitor in England may make an affidavit of the facts, annexing and exhibiting the German certificate together with a translation verified on oath. He must then take this proof to a master, or the judge in chambers, and apply for leave to file the three documents as a sufficient affidavit of service. He may obtain leave or he may not. Strictly speaking there is probably no jurisdiction to accept such evidence as sufficient proof of service. Some day, no doubt, the question of jurisdiction will be tried on an application to set aside the service. At present a plaintiff so situated has a fair chance of obtaining leave if he makes a strong affidavit shewing that he has taken the only course allowed by German law both as to the mode and proof of service.

In Switzerland, or possibly in some cantons only in Switzerland, the oath is, we are informed, also abolished, though some form of declaration is allowed. Similar difficulties have also arisen of late as to proof of service in Russia and Spain, though we are unable to state the precise reasons for these difficulties.

But it appears to us that the real fault lies with the English court. Why should it prejudice its own litigants by persistently sitting on its own inflexible requirements and calmly shutting its eyes to the well-known changes in the law and practice of foreign courts as to service, and proof of service, within their several jurisdictions? As regards this troublesome question our court is like the ostrich burying its head in the sand. Justice, we know, must be blind in adjudicating, but she needs to keep her keenest powers of vision always at work to preserve the ways to her tribunal free from unnecessary obstructions. It would save in the aggregate an infinity of trouble, expense, and delay, if only the Rule Committee could find the time to consider and remove the minor defects of procedure such as that which we have described. A

short rule giving discretion to the judge or master to accept as evidence of service of English legal process in foreign countries such proof as he might on consideration deem sufficient, would meet the present difficulty.

THE EFFECT OF PAYMENT BY A RECEIVER.

IN the recent case of *Re Hale, Lilley v. Foad* (47 W. R. 174), BYRNE, J., decided an interesting point as to the effect of a payment by a receiver appointed by the mortgagee under a mortgage deed in keeping alive a debt against the estate of the mortgagor. From the recitals to an agreement under seal dated in December, 1886, it appeared that JENNETTE VON SWARTWOUT was entitled for her life to a patent medicine business, the reversionary interest in the business belonging to Mrs. HALE, the wife of F. W. HALE. By the deed the life interest of J. VON SWARTWOUT was sold to F. W. HALE in consideration of an annuity of £520 to be paid at the rate of £10 a week for a period of five years to J. VON SWARTWOUT, her executors or administrators, whether she survived the period or not. The annuity was charged on the business, and the power of appointing a receiver under the Conveyancing Act, 1881, was expressly conferred upon J. VON SWARTWOUT, it being further provided, by way of extension of the provisions of the Act, that any receiver so appointed should be at liberty, if so directed in writing by J. VON SWARTWOUT, to manage and carry on the business, and that any sums expended by him for that purpose should be charged on the business. In the course of carrying on the business HALE became indebted to LILLEY in the sum of £1,000 for printing. It was arranged in October, 1888, that this amount should be paid off by instalments of £25 a month, and instalments were paid until the death of HALE in June, 1891. HALE by his will appointed an executor and executrix. The person appointed executor renounced probate and the will was proved by the executrix, Miss FOAD, alone. Meanwhile, during the life of HALE, the annuity had fallen into arrear, and in July, 1891, J. VON SWARTWOUT, by writing under her hand which referred to the agreement of December, 1886, appointed F. JOHNSON as receiver of the business with full power to manage and carry on the same as he might think fit, but subject to the provisions contained in the agreement. After the death of HALE, four sums of £25 each were paid to LILLEY on account of his debt by various persons concerned in the business, but the only one which it is material to consider was a payment of £25 made by F. JOHNSON on the 6th of August, 1891. In the following October a fresh receiver was appointed by the annuitant, and he declined to make any further payments on account of LILLEY'S debt. LILLEY took out a summons for administration on the 3rd of July, 1897, and the question thereupon arose whether the payment of August, 1891, was such a payment as would keep the debt alive against the estate of F. W. HALE.

Under the circumstances above stated the plaintiff's debt was payable by the executrix of F. W. HALE out of the assets coming to her hands, and had the payment in question been made by her it would clearly have been effectual to keep alive the debt. According to the well-known rule established by *Tanner v. Smart* (6 B. & C. 603), an acknowledgment will not keep alive a simple contract debt unless it amounts to a promise to pay the debt, but an unconditional acknowledgment that the debt is due is held to be equivalent to a promise to pay (*Green v. Humphreys*, 26 Ch. D. 474), and a similar effect is ascribed to payment, whether it is a payment of interest or on account of principal (*Morgan v. Rowlands*, L. R. 7 Q. B. 493; *Banfield v. Tupper*, 7 Ex. 27). The payment operates as an unconditional acknowledgment of the existence of the debt, and there results, as in the case of an acknowledgment, a promise to pay which avoids the Statute of Limitations. And the same rule applies whether the payment is made by the original debtor or by his executor. In either case the payment is an acknowledgment of the debt, and from the acknowledgment the law implies a promise to pay: *Fordham v. Wallis* (10 Hare, p. 225). Moreover, although an acknowledgment was required by Lord TENTERDEN'S Act (9 Geo. 4, c. 14) to be in writing "signed by the party chargeable thereby," and consequently was ineffectual if signed by an agent, yet since the statute expressly saved the effect of pay-

ment "made by any person whatsoever," a payment by an agent of the debtor was as effectual after the statute as before it; and the law has been restored to the same position also in respect of acknowledgments by section 13 of the Mercantile Law Amendment Act, 1856.

In the present case, therefore, the question was whether the receiver appointed under the mortgage deed was in such a sense the agent of the executrix of the mortgagor as to raise from payment by the receiver a promise to pay the whole debt on the part of the executrix. It has sometimes been contended that a receiver appointed under such circumstances is appointed solely for the protection of the mortgagee, in order to preserve him from the rigour of the liability to account if he was compelled himself to go into possession. The receiver is the agent of the mortgagor, and hence the ordinary liability of the mortgagee as mortgagee in possession is excluded. The point was touched upon in *Law v. Glenn* (L. R. 2 Ch., p. 641), where it was argued that the only object and effect of a receivership deed was to prevent the mortgagees from being charged in the accounts for wilful neglect or default. *ROLT, L.J.*, however, declined to take this view and intimated that, if it were necessary to decide the point, he should hold that the receiver was to be treated as being for all purposes the agent of the mortgagor. A similar opinion was expressed by *RIGBY, L.J.*, in *Owen v. Cronk* (1895, 1 Q. B., p. 275). "The deed," he observed, "provides that the receiver, though appointed by the mortgagees, shall be deemed to be the agents of the mortgagors. It is said that this applies only as between the mortgagors and the mortgagees; but I do not think it can be so limited."

In *Re Hale* *BYRNE, J.*, referred to the above dicta as sufficiently shewing that, while questions on the appointment of a receiver usually arise as between the mortgagor and the mortgagee, yet there is nothing in the conditions of the appointment to prevent its affecting the rights of third parties. The receiver is placed in possession of the business as the agent of the mortgagor, and his authority as agent extends to the doing of all acts proper to be done in the way of managing the business. "It appears to me," said *BYRNE, J.*, "that in the present case the receiver, so long as he acted providently and rightfully, was entitled to manage this business by doing that which a prudent man owning the business would have done in his place had he been carrying it on on his own account." The payment being thus made by a person authorized to pay had the usual effect in saving the debt, although there was no express authority to give a fresh promise to pay. "I think," continued the learned judge, "that he made such payment unconditionally, and as agent for the mortgagor, who at that time was the executrix, and that the payment having been made by the agent of the person liable to pay to the person entitled to receive it, the implication of a new promise to pay the balance of the debt arises, and that, therefore, this one payment being sufficient, the statute does not apply." The debt, accordingly, had been kept alive. Any other decision, it is clear, would be a hardship upon creditors of a mortgaged business. The receiver is the only person who, in practice, has the means to make payments to them, and such payments ought to have all the usual effect in preserving their rights.

REVIEWS.

EVIDENCE IN CRIMINAL CASES.

ROSCOE'S DIGEST OF THE LAW OF EVIDENCE IN CRIMINAL CASES. TWELFTH EDITION. By A. P. PERCEVAL KEEF, M.A., Barrister-at-Law. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

Nine years have elapsed since the eleventh edition of this well-known work made its appearance, and a new edition was much wanted and will be welcomed by all concerned in the administration of the criminal law. The name of the present editor appears for the first time on the title-page of Roscoe; but he must have come to the task of preparing this edition well primed for his work, as he was one of the two joint editors of the last edition of that monumental book "Russell on Crimes." Roscoe is, of course, no rival of Russell. The former is intended to be of such a size as to be easily portable and convenient for use in court at sittings and sessions.

In the new edition this intention has been kept well in mind,

and the book has not been allowed to become unwieldy by the addition of the numerous new cases and statutes which are noticed. The editor must have found his task of a somewhat different nature from the editing of Russell, in which judgments are quoted at length and space seems of no importance. Nevertheless, he has been thoroughly successful, and the high reputation of Roscoe will be fully maintained under Mr. Keef's auspices.

For the purpose for which it is intended this work has one rival and one only. That one, however, is a formidable one, and is too well known to require to be named. It has a great advantage over Roscoe, in that it contains a large collection of valuable forms of indictments. If such forms could be incorporated with the book under notice, Roscoe might possibly become first favourite.

The new edition is brought well up to date, and the statutes passed and cases reported up to a very recent day since 1890 are carefully noted. There are not many statutes affecting the criminal law passed since that year which can be considered of the highest degree of importance. Far the most important is the Criminal Evidence Act of last year. This Act is incorporated in its proper places in the text of the book, though, of course, the recent decisions of the High Court upon the Act were given too late to be noticed. The Inebriates Act of 1898 has a place in the Appendix, but not in the text. Many important new cases are mentioned. Amongst these may be noticed *Reg. v. Lillyman* (44 W. R. 654; 1896, 2 Q. B. 167), the case on the admissibility of evidence as to the terms of a complaint made by the prosecutrix in cases of rape; *Reg. v. Silverlock* (43 W. R. 145; 1894, 2 Q. B. 766), the case on false pretences made by newspaper advertisements; *Reg. v. Jones* (1898, 1 Q. B. 118), the case of the impecunious person who dines well at a restaurant and then reveals the fact that he has no money.

As far as we have been able to test it, the book is fairly free from mistakes or misprints. We may, however, point out one slip. On p. 58 a reference is given to 57 & 58 Vict. c. 4, instead of c. 41, and the error is repeated in the Table of Statutes. We think it is a deduction from the usefulness of the book that, in referring to cases, each series of reports in which the case may be found is not given.

COUNTY COURT PRACTICE.

THE YEARLY COUNTY COURT PRACTICE, 1899. FOUNDED ON "ARCHBOLD'S COUNTY COURT PRACTICE" AND "PITT-LEWIS'S COUNTY COURT PRACTICE." By G. PITT-LEWIS, Q.C., C. ARNOLD WHITE, Barrister-at-Law, and ARCHBOLD READ, Barrister-at-Law. THE CHAPTER ON COSTS AND THE PRECEDENTS OF COSTS, by Mr. MORTEN TURNER, Registrar of the Watford County Court. Two VOLUMES. Butterworth & Co; Shaw & Sons.

The new edition of this now standard work does not present many new features, and does not, therefore, call for detailed criticism. Some important new matter is, however, contained in the present edition, to which special reference must be made. Vol. I., for instance, now comprises a useful chapter on the Workmen's Compensation Act, 1897 (60 & 61 Vict. c. 37)—namely, Chapter V., which, it may incidentally be mentioned, is in the Table of Contents, erroneously treated as forming part of Chapter IV., from which, however, it is really quite distinct. This new chapter, which extends from p. 391 to p. 476, includes the Workmen's Compensation Act, 1897, itself, the Workmen's Compensation Rules, 1898 (which are sixty-seven in number), with accompanying forms and some practical notes to the same, a summary of the Act and Rules, and a Time and Practice Table. Though, by the introduction of so much new matter, the bulk of the work has considerably increased, this disadvantage is overwhelmingly compensated by the valuable additional information given. The notes to the various sections of the new Act are the result of industry and research which deserve high commendation. Amongst these notes, those to sections 1 and 7 are specially valuable, while the alphabetical list, at p. 405, of some of the principal places falling within the Workmen's Compensation Act, 1897, merits special notice. Reference is now, moreover, for the first time, made in Vol. I. to the following statutes—namely, the Quarries Act, 1894 (57 & 58 Vict. c. 42), the Factory and Workshops Act, 1895 (58 & 59 Vict. c. 37), and the Light Railways Act, 1896 (59 & 60 Vict. c. 48), all of which, directly or indirectly, concern matters treated of in this volume. With regard to Vol. II., which, it will be remembered, relates to the special jurisdiction of the county courts, as distinguished from its ordinary jurisdiction, it may suffice to say that it now comprises the jurisdiction under the Highways and Locomotives (Amendment) Act, 1878 (41 & 42 Vict. c. 77), s. 23, which has recently been transferred to the county courts by the Locomotives Act, 1898 (61 & 62 Vict. c. 29), s. 12, as well as that conferred upon the county courts by the Inebriates Act, 1898 (61 & 62 Vict. c. 60). On the other hand, the Workmen's Compensation Act, 1897, no longer appears in Vol. II., it being now, as already stated, treated of at length in Chapter V. of

Vol. I. The cases decided down to December, 1898, appear to be referred to in the present edition. As, however, the Table of Cases professes to refer to all contemporary reports of the cases cited, it may be useful to mention that both *The Theodora* and *The Ruby* (No. 2) are reported in 46 W. R., the former at p. 157, and the latter at p. 687, to neither of which reports, however, is reference made in the table. In conclusion, it should be stated that a new editor—namely, Mr. Archibald Read, is now associated with the old editors as responsible for the contents of these volumes.

CRIMINAL LAW.

PRINCIPLES OF THE CRIMINAL LAW. A CONCISE EXPOSITION OF THE NATURE OF CRIME, THE VARIOUS OFFENCES PUNISHABLE BY THE ENGLISH LAW, THE LAW OF CRIMINAL PROCEDURE, AND THE LAW OF SUMMARY CONVICTIONS. WITH TABLE OF OFFENCES, THEIR PUNISHMENTS AND STATUTES; TABLES OF CASES, STATUTES, &c. By SEYMOUR F. HARRIS, B.C.L., M.A. (Oxon). EIGHTH EDITION. By CHARLES L. ATTENBOROUGH, Barrister-at-Law. Stevens & Haynes.

This well-known book for students on the criminal law keeps up its deservedly high reputation in the hands of the present editor. It contains all that a student need know in order to pass any ordinary examination on this branch of the law, and the fact that only two years and a-half have passed since the seventh edition made its appearance shews that the work is appreciated by the class for whom it is primarily intended. Since the last edition was published, the only really great and important change in the law is that effected by the Criminal Evidence Act, 1898. The passing of this Act has obliged the editor to re-write a great part of the chapter on witnesses, and also to make many alterations in the rest of the book. The effect of the Act is stated very clearly in the text, and the Act is set out in full in an appendix. All the other Acts passed since the last edition, and all the reported cases which are of importance to a student, are referred to accurately and concisely in their proper places.

A DIGEST OF CASES RELATING TO CRIMINAL LAW, DOWN TO THE END OF 1897. By JOHN MEWS, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

This is a digest, modelled after the same fashion as the other well-known digests of Mr. Mews, of all cases relating to the criminal law decided during the last 150 years, or thereabouts. There are about 2,500 of these cases referred to, and they are classified, and the effect of each is given, with that accuracy and care for which the editor is so justly distinguished. The only objection we can put forward to the work is the difficulty of finding what is wanted. It is all there, but it might be much easier to find. This is due chiefly to the fact that the sub-headings of the great sections into which the book is divided are not printed at the top of each page. Suppose, for example, the work is referred to for cases on some point in the law of larceny. We find, on turning over the pages, that no page bears the word "Larceny" at its top. There are, however, nearly three hundred pages headed "Against Property of Individuals." If we begin at the first page of the section so headed and turn over 150 pages or so we come at last to larceny. This process, of course, means a certain loss of time. Otherwise the design of the book is well carried out, and many practitioners will find it exceedingly useful to have a thoroughly reliable digest limited to the criminal law.

BOOKS RECEIVED.

Some Account of George William Wilshire, Baron Bramwell of Hever, and his Opinions. By CHARLES FAIRFIELD. With a Portrait. Macmillan & Co. (Limited).

The Law of Principal and Surety. By S. A. T. ROWLATT, M.A., Barrister-at-Law. Stevens & Haynes.

Church Law: being a Concise Dictionary of Statutes, Canons, Regulations, and Decided Cases affecting the Clergy and Laity. By BENJAMIN WHITEHEAD, B.A., Barrister-at-Law. Second Edition. Stevens & Sons (Limited). Price 10s. 6d.

The Yearly Supreme Court Practice, 1899: being the Judicature Acts and Rules, 1873 to 1898, and other Statutes and Orders Relating to the Practice of the Supreme Court, with the Appellate Practice of the House of Lords. With Practical Notes. By M. MUIR MACKENZIE, B.A., S. G. LUSHINGTON, M.A., B.C.L., Barristers-at-Law, and JOHN CHARLES FOX, a Master of the Supreme Court. Assisted by C. G. S. MCALISTER, ARCHIBALD READ, B.A., and BRUCE L. RICHMOND, M.A., Barristers-at-Law. In One Volume. Butterworth & Co.

A Digest of the Death Duties (Alphabetically Arranged). With

Numerous Examples illustrating their Incidence. An Index of Titles and an Appendix of the Customs and Inland Revenue Acts, 1880, 1881, 1888, and 1889; the Intestates' Estates Act, 1890; and the Finance Acts, 1894, 1896, and 1898. By A. W. NORMAN, B.A., B.Sc. (Lond.), of the Legacy and Succession Duty Office. Second Edition. William Clowes & Sons (Limited).

The Powers, Duties, and Liabilities of Executive Officers, as Between the Officers and the Public. A Concise Inquiry into the Limits of Executive Authority and the Remedies for Breach or Excess thereof. By A. W. CHASTER, Barrister-at-Law. Fifth Edition. Stevens & Haynes.

Kelly's Draftsman: containing a Collection of Concise Precedents and Forms in Conveyancing. With Introductory Observations and Practical Notes. Third Edition. By LEONARD H. WEST, LL.D., Solicitor, Law Tutor to the Incorporated Law Society (U.K.), and WILLIAM AUSTIN, Solicitor. Butterworth & Co.

Seven Lectures on the Law and History of Copyright in Books. By AUGUSTINE BIRRELL, Q.C., M.P. Cassell & Co. (Limited).

CASES OF THE WEEK.

Court of Appeal.

MELLOR v. TOMKINSON & CO. No. 1. 14th Jan.

MASTER AND SERVANT—COMPENSATION FOR ACCIDENTAL INJURIES—EMPLOYMENT ON BUILDING—BUILDING OVER THIRTY FEET IN HEIGHT—BUILDING ON WHICH MACHINERY DRIVEN BY MECHANICAL POWER IS BEING USED—WORKMEN'S COMPENSATION ACT, 1897, s. 7.

This was an appeal from an award of the judge of the County Court of Liverpool in an arbitration under the Workmen's Compensation Act, 1897. The workman, Thomas Mellor, claimed compensation from his employers, James Tomkinson & Co., for accidental injuries suffered by him in the course of his employment. The injuries were caused by a piece of brick going into his eye, in consequence of which it became necessary to have the eye removed. At the time of the accident the claimant was engaged in building a house in Vauxhall-road. The walls were then only about five or six feet above the level of the ground. The claimant, who was a bricklayer, was working on a scaffolding just above the basement of the house. Some fellow-workmen were engaged in hauling some beams, which were lying by the side of the building, into the building for the purpose of making a floor. A pole twenty feet high was standing fixed in the ground and steadied with guy ropes, and fastened on the top of the pole there was a wheel or pulley, over which ran an iron chain. Each beam was attached by clips to one end of the chain, and the men pulled the other end of the chain and so raised the beam and dropped it into its bed. Six or seven men were working at the beam and chain together, two to guide the beam, the rest at the chain. It was contended at the trial on the part of the claimant that the case came within section 7 of the Workmen's Compensation Act, as the employment in question was employment on, in, or about an engineering work, or in the alternative was employment on, in, or about a building on which machinery driven by steam, water, or other mechanical power was being used. It was contended on the part of the employers that the case did not come within the section, because the employment was not employment on, in, or about an engineering work, nor was it on, in, or about a building more than thirty feet in height; but it was admitted that the chain and pulley might be machinery driven by mechanical power. Section 7 of the Workmen's Compensation Act provides as follows: "(1) This Act shall apply only to employment by the undertakers, as hereinafter defined, on or in or about a railway, factory, mine, quarry, or engineering work, and to employment by the undertakers, as hereinafter defined, on or in or about any building which exceeds thirty feet in height, and is either being constructed or repaired by means of a scaffolding, or being demolished, or on which machinery driven by steam, water, or other mechanical power is being used for the purpose of the construction, repair, or demolition thereof. (2) In this Act . . . 'engineering work' means any work of construction or alteration or repair of a railroad, harbour, dock, canal, or sewer, and includes any other work for the construction, alteration, or repair of which machinery driven by steam, water, or other mechanical power is used." The county court judge was of opinion that the claimant was engaged in "engineering work" as defined by section 7, sub-section 2, of the Act, and also that he was entitled to compensation under sub-section 1, and he made an award for compensation in the claimant's favour. The employers appealed.

THE COURT (A. L. SMITH, CHITTY, and COLLINS, L.J.J.) dismissed the appeal.

A. L. SMITH, L.J., said that, as the employers had admitted at the trial that the chain and pulley might be machinery driven by mechanical power, it was not open to them now to take the point that there was no mechanical power. The question then was, did the case come within sub-section 1 of section 7 of the Act. That sub-section said the Act was to apply to "any building which exceeds thirty feet in height, and is either being constructed or repaired by means of a scaffolding, or being demolished." In his opinion the section there paused, and then continued "or on which"—that was to say, any building on which—"machinery driven by steam, water, or other mechanical power is being used for the purpose of

the construction, repair, or demolition thereof." If the building in question was one on which machinery driven by mechanical power was being used, it was not necessary, in order to come within the Act, that it should be thirty feet high.

CHITTY and COLLINS, L.J.J., concurred.—COUNSEL, *Clavell Salter; Pichford, Q.C., and Segar.* SOLICITORS, *Mackrell, Maton, & Co.; Crowders & Fizard.*

[Reported by F. G. RUCKER, Barrister-at-Law.]

High Court—Queen's Bench Division.

PRUDENTIAL ASSURANCE CO. (LIM.) v. CHURCH COPPENHALL PARISH COUNCIL. Div. Court. 14th Jan.

LOCAL GOVERNMENT—ACTION TO RECOVER AN INSTALMENT DUE ON A DEBT INCURRED BY BURIAL BOARD FROM THE PARISH COUNCIL—COSTS—MANDAMUS—BURIAL ACT, 1852 (15 & 16 VICT. C. 81), s. 19—LOCAL GOVERNMENT ACT, 1894 (56 & 57 VICT. C. 72), ss. 7 AND 67.

In this case counsel asked for judgment for the amount claimed on the writ with costs and for a *mandamus* commanding the defendant council to pay out of any money coming into their hands the amount in question. The action was brought by the Prudential Assurance Co. (Limited) against the defendant council to recover payment of an instalment of an annuity which was secured to the company by a deed entered into in 1891, the parties to the deed being the plaintiffs and the then Church Coppenhall Burial Board. By operation of sections 7 and 67 of the Local Government Act, 1894, the duties and liabilities of the burial board were transferred to the parish council. The instalment amounted to £35 10s. and became due in April, 1898. The writ was issued on the 25th of July. The defendants had after action brought paid the instalment but not the costs, and did not enter appearance. The company therefore filed a statement of claim and moved for judgment, the defendants not appearing to the motion [CHANNELL, J.—I do not see why you require a *mandamus*.] By section 19 of the Burial Act, 1852, expenses in connection with the burial board could be properly paid out of the poor rate. It appeared doubtful if the parish council by the subsequent Acts had other powers vested in them to pay such expenses. If the *mandamus* was granted the judgment debt would have to be paid out of any money which might come into the possession of the defendant council. [CHANNELL, J.—Under what rule do you move for judgment?] The application for judgment in default of appearance was made under ord. 27, r. 11.

BRUCE, J.—You are certainly entitled to judgment for the amount of the instalment and the costs, and you can have a *mandamus*, but you take it at your peril and subject to any objection that may hereafter be raised to it by the defendants.

CHANNELL, J.—I agree. Your *mandamus* will be to comply with the judgment. Judgment accordingly.—COUNSEL, *A. A. Bethune.* SOLICITOR, *Nicholas Hanhart.*

[Reported by ERSKINE REID, Barrister-at-Law.]

YABBICOM (Appellant) v. KING (Respondent). Div. Court. 13th Jan. CORPORATION—BUILDING—BYE-LAWS—POWER OF LOCAL AUTHORITY TO SET ASIDE.

Case stated by two of her Majesty's justices of the peace for the city and county of Bristol. At a petty sessions holden at Bristol an information by the appellant against the respondent under section 35 of the Bristol Improvement Act, 1847, charging that the respondent unlawfully did erect a certain house contrary to the provisions of the said Act, inasmuch as he omitted to build a parapet to the said house, was heard and determined, and upon such hearing the aforesaid justices dismissed the said information. The facts proved at the aforesaid hearing were as follows: The house mentioned in the said information was erected by the respondent at Bell Hill, in the parish of St. George, in the city and county of Bristol, at a date subsequent to the 31st of October, 1897, being the date of the commencement of the Bristol Corporation Act, 1897. Prior to that Act the said parish was situate in the urban district of St. George, in the county of Gloucester, and by the provisions of that Act the said parish became part of the city and county of Bristol. The said house was one of a continuous row of houses, and the walls separating the house from the adjoining houses on either side were party walls. The respondent had not erected parapet walls on the said party walls above the roofs of the adjoining houses. The said house was erected in accordance with a plan deposited by the respondent with the Urban District Council of St. George before the 12th of June, 1896. The plan did not comply with the 26th of the bye-laws made under section 157 of the Public Health Act, 1875, and then in force in the said urban district, in that it showed that the party walls of the house were not intended to be carried up above the roofs of the adjoining houses, as required by the said bye-law; but, notwithstanding such non-compliance, the urban district council approved the plan on the 12th of June, 1896, which approval was endorsed on the said plan. The Bristol Improvement Act, 1847, section 35, enacts that "all separate side walls or party walls shall be well and closely lined up to the underside of the slates upon the roof of the building, and the parapets of the height and thickness as specified for party walls shall be built on such side walls or party wall"; and section 37 enacts that "every parapet wall and every party wall hereafter to be erected within the city and county shall be carried up at least two feet above the slates or other covering of the roofs of the premises adjoining." The aforesaid bye-laws of the urban district of St. George dated the 4th of November, 1885, provide as follows:

Section 26. "Every person who shall erect a new building shall cause every party wall of such building to be carried up nine inches at the least in thickness. (1) Above the roof flat or gutter of the highest building adjoining thereto to such height as will give in the case of a building of the warehouse class or of a public building a distance of at least three feet, and in the case of any other building a distance of at least fifteen inches measured at right angles to the slope of the roof or above the highest part of any flat or gutter as the case may be." The Bristol Corporation Act, 1897, enacts as follows: Section 15. "Provided that all plans of new streets and of new buildings within the added area approved by the urban district councils or the local authorities respectively before the commencement of this Act shall be valid for the period of two years after that date, but at the expiration of that period fresh plans of such new streets and new buildings as shall not at that date have been commenced shall be deposited for the approval of the corporation, which plans shall be in conformity with the bye-laws, rules, and regulations in force within the city." Section 30 (1). "Except as by this Act otherwise expressly provided, all the jurisdiction . . . of the corporation as a municipal body and of the council of the existing city, and any committee thereof acting in the execution of such enactments as are at the commencement of this Act in force within the existing city, and of the corporation as the urban sanitary authority for the district or any committee thereof shall extend to and throughout the city . . . and all bye-laws, orders, and regulations . . . at the commencement of this Act in force within and applicable to the existing city or to the burgesses or inhabitants thereof shall, subject to the provisions of this Act, extend and apply to the city and the inhabitants and burgesses thereof. . . ." The appellant contended that on the authority of *Re McIntosh and the Pontypridd Improvements Committee* (61 L. J. Q. B. 164, 8 Times L. R. 128, 203), the approval by the Urban District Council of St. George of a plan contravening the bye-laws of the urban district of St. George was a nullity; that the proviso to section 15 of the Bristol Corporation Act, 1897, applied to cases where the bye-laws of the urban district of St. George differed from the bye-laws, rules, and regulations in force within the city and preserved for two years the right to build in accordance with approved plans complying with the bye-laws of St. George, but that it did not make valid a plan which had been illegally approved; that the case must not be regarded as though no plan had been approved by the district council that the respondent's house must therefore comply with the Bristol Improvement Act, 1847; and that by sections 35 and 37 of that Act the respondent was obliged to erect parapets on the party walls of his house, and to carry up the said party walls at least two feet above the slates or other covering of the roofs of the adjoining premises. The respondent contended that as the district council of St. George had in fact approved of the plan of his house, he was entitled under the proviso to section 15 of the Bristol Corporation Act, 1897, to build the house in accordance with the plan, and that the justices had no authority to inquire whether the plan did or did not comply with the bye-laws of the urban district of St. George nor whether the approval of the plan was or was not valid. The justices were of opinion that the respondent's construction of section 15 of the Bristol Corporation Act, 1897, was correct. Also that sections 35 and 37 of the Bristol Improvement Act, 1847, did not make it obligatory to build parapets on party walls of buildings erected in the city, but merely required that, if any parapets were built, they should be of the height and thickness therein specified. The questions of law for the court were whether such construction of section 15 of the Bristol Corporation Act, 1897, and sections 35 and 37 of the Bristol Improvement Act, 1847, were correct.

THE COURT (DAY and LAWRENCE, JJ.) allowed the appeal. This case was clearly governed by *Re McIntosh and Pontypridd Improvements Committee*, which was rightly decided, and was a binding authority on this court. The Bristol Corporation was in no better position than St. George's Urban Council and could only exercise the authority that that council could exercise. That council would have been entitled to take proceedings in this case as they had no power to dispense with their own bye-laws. The "approval" mentioned in section 15 of the Bristol Corporation Act, 1897, is not mere actual approval, but must be taken to mean the lawful approval of the authority in question. Appeal allowed.—COUNSEL, *Clavell Salter; Eldon Banks.* SOLICITORS, *Robins, Hay, Waters, & Hay, for D. Travers Burges, Bristol; Meredith, Roberts, & Mills, for T. D. Sibley, Bristol.*

[Reported by E. G. STELLWELL, Barrister-at-Law.]

Winding-up Cases.

Re AFRICAN GOLD CONCESSIONS AND DEVELOPMENT CO. (LIM.). Wright, J. 11th, 12th, and 14th Jan.

COMPANY—WINDING UP—PAYMENT OTHERWISE THAN IN CASH—FILED CONTRACT—IDENTIFICATION—ESTOPPEL—COMPANIES ACT, 1867 (30 & 31 VICT. C. 131), s. 25.

Summons by Messrs. Markham and Darter that their names might be reinstated in the list of fully-paid shareholders. In 1892 the applicants assisted one Osborne with money for the purpose of developing certain lands and mining rights which he possessed, taking an interest in the property for doing so. As Osborne proposed to sell the property, he was given a power of attorney by the applicants authorizing him to sell their interest either for cash or fully paid-up shares in a company to be formed for the purchase of the property. In 1894 they handed over their title-deeds to a person claiming them as purchaser from Osborne. Without the knowledge of the applicants Osborne formed a syndicate called the Homtial Syndicate to take over the property and re-sell it

at an increased price to a company to be formed. This was done; the company was formed, and issued shares to the applicants as nominees of the Homtini Syndicate for their interest in the property. The applicants did not know of this arrangement, but received the shares from the company, which stated that they were fully paid up. There were three contracts entered into in respect of these transactions—the first, dated the 6th of December, 1894, between the Homtini Syndicate and the trustee for the intended company, fully indicated and identified the property with the consideration given. The second, dated the 12th of December, 1894, provided for the allotment to the Homtini Syndicate, as vendors, or its nominees, of 22,500 fully-paid shares at 10s. each, and 277,493 10s. shares with 8s. paid up. "as mentioned in an agreement dated the 6th day of December, 1894, and provided that, "In consideration of the allotment of such shares as aforesaid the vendors will forthwith hereafter give the company possession of the premises more particularly mentioned in the said agreement. In all respects the said agreement is hereby confirmed." The third contract, dated the 19th of December, 1894, between the company and the Homtini Syndicate, stated that in consideration of the Homtini Syndicate giving the company immediate possession of the land and premises situate in the mining district of Millwood, in Cape Colony, South Africa, "more particularly mentioned and referred to in an agreement dated the 6th of December, 1894," the company should allot to the syndicate or its nominees 22,500 fully-paid shares of 10s. each, "to be numbered 8 to 22,507 both inclusive, and for all purposes the said shares shall be deemed fully-paid shares in the said company." These last two contracts were registered with the Registrar of Joint-Stock Companies prior to the issue of the shares, but the agreement of the 6th of December was not registered. The liquidator having removed the applicant's name from the list of fully-paid shareholders on the ground that the two registered contracts did not satisfy the requirements of section 25 of the Companies Act, 1867, the applicants now applied to be reinstated in that list on the ground that the contracts filed were sufficient to satisfy the section, and that the liquidator was estopped from denying that the shares were not fully paid up by reason of the statement in the certificate that the shares were fully paid up.

WRIGHT, J., held that though the earlier of the two filed contracts might not be sufficient to satisfy the section because there was in it no indication of the nature of the "premises" except the reference to an agreement which was only identified by the date and parties to it, yet if the later contract was sufficient in form, the earlier was not material except in so far as it might lead to the conclusion that the later did not state the real contract as it stood when the shares were issued. The real question was whether the later filed contract satisfied the language of the statute. The two contracts of the 6th and the 19th of December were sufficient together to satisfy the Statute of Frauds, but by itself that of the 19th of December might not have been sufficient. Was it necessary to have the complete identification within the four corners of the filed contract? In the present case he had come to the conclusion that the filed contract might be a contract in writing determining the payment for the shares shall be otherwise than in cash, notwithstanding that evidence beyond the writing itself is necessary to complete the identification, provided the writing clearly explains, as this one did, what was the nature of the consideration which was to be substituted for cash and supplied the means of identification. It was true the means of identification might not be accessible to a person inspecting the filed contract; but neither would he in general be any the wiser if the filed contract described the particular properties by locality, name, and bounds. It was enough if there were an enforceable contract which stated with reasonable plainness the nature of the consideration which was substituted for cash. As to the estoppel. The applicants knew that they had not paid cash, and they could not have supposed that the company was making them a present of shares which someone else had paid for in cash. The liquidator was therefore not estopped from denying the payment in cash, nor was he estopped from denying the sufficiency of the filed contract; it would be a strong thing to hold that a company by a certificate stating that shares have been paid in full warrants the sufficiency in law of a filed contract. That would nullify section 25. Application allowed with costs.—COUNSELL, Buckley, Q.C., and Rowden; Jenkins, Q.C., and R. J. Quain. SOLICITORS, Bird & Eldridge; Clayton, Sons, & Fergus.

[Reported by G. W. Mead, Barrister-at-Law.]

Bankruptcy Cases.

Re H. P. THOMAS. C. A. No. 2. 13th Jan.

BANKRUPTCY—EXECUTION—SHERIFF'S RIGHT TO POUNDAGE—GOODS SEIZED BY SHERIFF, BUT NOT SOLD—SALE STOPPED BY NOTICE OF RECEIVING ORDER AND REQUEST TO DELIVER GOODS TO OFFICIAL RECEIVER—BANKRUPTCY ACT, 1890 (53 & 54 VICT. C. 71), s. 11, SUB-SECTION 1—SHERIFFS ACT, 1887 (50 & 51 VICT. C. 55), s. 20, SUB-SECTIONS 1, 2; AND ORDER MADE THEREUNDER AS TO FEES (31st of AUGUST, 1888).

This was an appeal by the sheriff of Middlesex from a decision of the Divisional Court (on appeal from the judge of the Edmonton County Court), holding the appellant not entitled to poundage in respect of a sale which had been stopped by notice of a receiving order and a request to deliver the goods to the official receiver. In March, 1898, the sheriff of Middlesex had, under a writ of execution issued in an action in which the debtor, H. P. Thomas, was defendant, seized goods belonging to the debtor. The sale of the goods so seized was duly advertised to take place on the 31st of March, 1898; but on the 29th of March the official receiver served the sheriff, who was still in possession, with notice that a receiving

order had been made against the debtor, and further requested him (in pursuance of section 11 of the Bankruptcy Act, 1890) to deliver the goods to the official receiver. The sheriff did, accordingly, deliver up the goods. Afterwards the sheriff sent in to the debtor's trustee in bankruptcy a bill of charges which included a charge for poundage. On taxation the registrar of the Edmonton County Court disallowed the charge for poundage. The taxation was then brought on review before the county court judge, who reversed the registrar's decision and allowed the poundage. The trustee in bankruptcy appealed to the Divisional Court (Wright and Darling, J.J.), which reversed the decision of the county court judge and restored that of the registrar. The court, however, gave the sheriff leave to appeal, and he appealed to the Court of Appeal accordingly. The question turned upon, first, sub-section 1 of section 11 of the Bankruptcy Act, 1890, which enacts that "where any goods of a debtor are taken in execution, and before the sale thereof or the completion of the execution by the receipt or recovery of the full amount of the levy, notice is served on the sheriff that a receiving order has been made against the debtor, the sheriff shall, on request, deliver the goods and any money seized or received in part satisfaction of the execution to the official receiver, but the costs of the execution shall be a first charge on the goods or money so delivered, and the official receiver or trustee may sell the goods, or an adequate part thereof, for the purpose of satisfying the charge"; and, secondly, the order made under the Sheriffs Act, 1887 (50 & 51 VICT. C. 55), which is set out in the Annual Practice for 1899, vol. ii., at pp. 236-239. It was argued, on behalf of the sheriff, that poundage was part of "the costs of the execution," within section 11 of the Act of 1890; that *Madeley v. Greenwood* (42 SOLICITORS' JOURNAL, 34) established that the person who "stopped" a sale by the sheriff was liable to pay poundage; and, on the authority of *The Trustee of Woolford's Estate v. Levy* (40 W. R. 483; 1892, 1 Q. B. 772, 779, 781, 782), that in this case the official receiver had, by his request to deliver the goods to him, "stopped" the sale, which would have gone on notwithstanding mere notice to the sheriff that a receiving order had been made.

THE COURT (LINDLEY, M.R., and RIGBY and VAUGHAN WILLIAMS, L.J.J.) dismissed the appeal, without calling upon counsel for the trustee in bankruptcy.

LINDLEY, M.R., said: We need not trouble you, Mr. Crawford. It appears to me that the decision appealed from is perfectly correct. Let us, in examining it, proceed by steps. First of all, let us take this case apart from the rules about the sheriff's fees which were made under the Act of 1887. Apart from those rules the sheriff, the present appellant, has, to my mind, no case at all. That is as plain as anything in law can be. The sheriff has seized, no doubt, but he has not sold; and, as he has not sold, he was, by the law which had been settled for years, not entitled to poundage. I know that there is a qualification upon that doctrine of law where the sheriff has seized, and where, although he has not sold, the court has regarded him as having produced the money which has been obtained by the execution creditor. As to the case of *Madeley v. Greenwood* (*ubi supra*), if in that case the execution creditor did not get his money I should think that the decision was wrong; if he did get it, the decision may be right. But apart from that consideration, that the sheriff produced the money received by the execution creditor—a consideration which we have not to consider here, because, of course, nobody here has got any money through the sheriff's action—I say again that, unless the rules of 1888 make a difference in his favour, the sheriff has no case at all. That is consistent with the decision in *Miles v. Harris* (12 C. B. N. S. 550). Mr. Muir Mackenzie, for the appellant, has, however, another string to his bow, because he says that the order of 1888 is more beneficial to him than the old law was. We must look at that, of course. By the Sheriffs Act, 1887, power is given to the Rule Committee to fix the fees set forth in the schedule; and in exercising that power the Rule Committee say this: We "do hereby, in pursuance and execution of the powers given by the Sheriffs Act, 1887, fix the fees set forth in the schedule hereto annexed as the fees to be demanded, taken, and received by any sheriff or officer of a sheriff concerned in the execution of process directed to the sheriff in the several proceedings mentioned in the said schedule as from the date of this order." Then comes a table of fees for the execution of writs of *fiat facias*. No. 11, which is the last of the items in the schedule, deals with the sheriff's poundage, and provides that "sheriff's poundage and the fee for delivery of the writ to the under-sheriff shall be the same as before the making of this order." There is not a word to direct that the sheriff shall be entitled to poundage when he does not sell; the language rather shews that the Rule Committee did not mean to interfere at all with the right to poundage. What they say does not assist the appellant in any way whatever. Now, the right of the sheriff to what is called poundage is given by a statute of Elizabeth, and poundage is payable to the sheriff only on a sale, or possibly on the realization of money by a seizure without a sale. Then the order goes on: "The foregoing fees, numbered 2, 3, 4, 5, 6, 8, 9, 10, 11, shall be levied in every case in which an execution is completed by sale"; but here there was no sale. The order also provides that "in every case where an execution is withdrawn, satisfied, or stopped, the fees under this order shall be paid by the person issuing the execution, or the person at whose instance the sale is stopped, as the case may be." The last words of the order are: "and the amount of any costs and charges payable under this scale shall be taxed by a master of the Supreme Court or district registrar of the High Court (as the case may be), in case the sheriff and the party liable to pay such costs and charges differ as to the amount thereof." I think that, having regard to the case of *The Trustee of Woolford's Estate v. Levy* (*ubi supra*), Mr. Muir Mackenzie is right in saying that the official receiver, or Thomas's trustee in bankruptcy, whoever it was that served the sheriff with the notice and the request to deliver the goods, did "stop the sale." But that does not carry the appellant through, for what is to be paid is "the

fees under this order." Now, that cannot mean that all the fees enumerated in the order are to be paid, whether they have been earned or not. That would be nonsense. What must be meant, because it is the only sensible construction, is that such fees as have been earned up to the time of the stoppage of the sale are to be paid, unless we are to go to the preposterous and absurd length of saying that all "the foregoing fees" are to be paid whenever the execution has been stopped. I think we cannot decide in Mr. Muir Mackenzie's favour. The appeal must be dismissed, and dismissed in the usual way, with costs.

RIGBY, L.J., delivered judgment to the same effect.

VAUGHAN WILLIAMS, L.J., said: The sheriff's poundage is a fee which is given by a statute of Queen Elizabeth. Now, the words of that statute did leave an open question, because the word was simply "levy." But it was decided—although I cannot give the name of the case, I am certain it was decided—even earlier than the case of *Miles v. Harris* (*ubi supra*), which was cited to us this morning, that "levy" in that statute meant turning the goods into money; and in *Miles v. Harris* itself Erle, C.J., when he comes to deliver judgment, says that he was only confirming a previous decision. He says: "The question is whether a seizure of goods under the *fi. fa.* is a levy within that statute. I am of opinion that the sheriff has not levied so as to be entitled to poundage under that statute until the goods seized have been turned into money." Now, there has been no departure in any of the cases from that rule. It is quite true that in a case where the execution creditor has stopped the sale because he has got his money, that has in some way or other been held to be within the scope of the statute. But that construction has here no application whatsoever. The 11th item of the order of August, 1888 gives the sheriff the same poundage and fee for delivery of the writ as he was entitled to before the making of that order; and it really is not denied that the fees given to him there are the fees he earned down to the time of the notice of the receiving order and the demand for possession of the goods. According to the principle laid down in the case just cited, poundage has not been earned, because the goods have not been turned into money.—COUNSEL, *M. Muir Mackenzie*; *J. D. Crawford*. SOLICITORS, *Charles A. Bannister & Reynolds*; *Powell & Skues*.

[Reported by E. C. MACKENZIE, Barrister-at-Law.]

Solicitors' Cases.

Re JOHN T. BRAID (An Unqualified Person). *Ex parte* THE INCORPORATED LAW SOCIETY. Div. Court. 12th Jan.

SOLICITOR—UNQUALIFIED PERSON ACTING AS SOLICITOR IN THE NAME OF A SOLICITOR—REMUNERATION ACCEPTED—MISCONDUCT—ATTACHMENT.

This was a motion on behalf of the Incorporated Law Society for a writ of attachment against John T. Braid, who had formerly been a solicitor's managing clerk, for contempt of court, under 23 & 24 Vict. c. 127. s. 26, in having acted as a solicitor in the name of a solicitor of the Supreme Court contrary to section 2 of 6 & 7 Vict. c. 73. The contempt of which the respondent was charged was that he had extracted probate of the will of one Daniel Clements, deceased, in the name of Mr. Frederick Duke, a solicitor, who made an affidavit to the effect that Braid had acted without his authority or consent. The respondent, who was not represented, had filed a lengthy affidavit, which he forwarded to the court, stating that he believed he had authority to act from the solicitor in question, and did not think, in doing as he had done, that he was acting improperly.

BRUCE, J., in giving judgment, said the court were of opinion that a writ of attachment should issue. By the respondent's affidavit he set up as a defence that he was authorized by another solicitor to act in his name. That was absolutely denied by the solicitor referred to. Even assuming the statements in the respondent's affidavit to be true, he had committed an offence under the Solicitors Act, and had acted in the name of a solicitor when he was not entitled to do so. The public were entitled to have their cases conducted by the solicitor they engaged, and to have their business carried out under his superintendence, and not merely to have the name of a solicitor given to someone else to use. It was quite clear from the respondent's own affidavit that in this case there was no kind of superintendence by the solicitor whose name was taken. The court had jurisdiction, under the Judicature Act, 1873, to deal with a matter arising in the Probate Court. The respondent had not denied that he had received money for the work. It was not, however, necessary to pass any severe punishment upon Braid in order to mark the court's sense of his misconduct; and the order would be that a writ of attachment should issue, and that the respondent should be kept in prison for a fortnight.

CHANNELL, J., concurred.—COUNSEL, *Hollams*. SOLICITOR, *The Solicitor to the Incorporated Law Society*.

[Reported by ERSKINE REID, Barrister-at-Law.]

Re W. B. B. WAITS (A Solicitor). *Ex parte* THE INCORPORATED LAW SOCIETY. Div. Court. Jan. 13th.

SOLICITOR—CONVICTION—IMPRISONMENT—MOTION TO STRIKE OFF THE ROLLS—ADJOURNMENT.

This was a motion made on behalf of the Incorporated Law Society to strike Walter Richard Burgoyne Waits, late of 77, Gresham-street, E.C., a solicitor, off the rolls. The respondent was convicted in August, 1898, of conspiring to obtain money by false pretences by inducing persons to buy shares in the Sydenbury Consolidated Mines (Limited), and was sentenced to twelve months' hard labour. On behalf of the respondent an adjournment was applied for until the respondent came out of prison in order that he might be able to establish his innocence by evidence he could not call at the trial. Affidavits sworn by the respondent and his brother

were read, in which the respondent protested his innocence. In support of the application, *Re A Solicitor* (7 Times L.R. 420), and *Re Wears* (1893, 2 Q.B. 439), were cited on behalf of the Incorporated Law Society. It was contended that the adjournment ought to be granted because when the respondent came out of prison he would be able to give evidence and submit himself to cross-examination, which he had not been able to do at his trial, the Criminal Evidence Act not having been then in force. It was pointed out that in the case reported in 7 Times Law Reports the solicitor was convicted at his trial on the evidence of a witness against whom he would afterwards have been able to institute proceedings for perjury and thus establish his own innocence. An adjournment was granted in that case. It was contended that in the present case an adjournment was all the more necessary as the respondent would not have a similar opportunity of afterwards establishing his innocence. On behalf of the Incorporated Law Society it was contended that where there was on record a conviction against a solicitor which involved him in professional misconduct, it was the practice of the court to strike him off the rolls as a matter of course, unless the circumstances of the case were very exceptional.

THE COURT (BRUCE and CHANNELL, JJ.) refused the application for an adjournment, and ordered the respondent to be struck off the rolls.

BRUCE, J., said that he saw no reason for departing from the ordinary course. It was true that in one case the court did postpone the proceedings, but that was a very special case, the conviction turning upon the evidence of a clerk who could be prosecuted for perjury. In the present case there was no reason for saying that, if the court adjourned the case, they would be in any better position for deciding it. The court was not a court of criminal appeal. But, if they had been satisfied that a miscarriage of justice had taken place, they would have entertained the application. They saw no sufficient reason for doing so in this case.

CHANNELL, J., said that, in order to prevent the court from acting according to the ordinary course, there must be facts raising a strong presumption in the solicitor's favour. There were no such facts in the present case.—COUNSEL, *Hollams*; *Rufus Isaacs*, Q.C., and *F. Newbolt*. SOLICITORS, *E. W. Williamson*; *H. Anderson*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

Re J. A. JELlicoe (A Solicitor). *Ex parte* THE INCORPORATED LAW SOCIETY. Div. Court. 13th Jan.

SOLICITOR—CONVICTION—IMPRISONMENT—MOTION TO STRIKE OFF THE ROLLS—ADJOURNMENT—PETITION TO HOME SECRETARY.

This was a motion to strike James Anthony Jellicoe, of 3, John-street, Bedford-row, a solicitor, off the rolls. The respondent was convicted at the Central Criminal Court in October, 1898, of obtaining £170 by false pretences, and was sentenced to eighteen months' hard labour. An application was made on behalf of the respondent that the motion should be adjourned until the respondent came out of prison, or, alternately, until a petition which had been presented to the Home Secretary for the review of the respondent's sentence should have been considered and disposed of by that official. It appeared that an affidavit was filed by the respondent, in which he averred that the verdict of the jury was given against the weight of evidence owing to misdirection by the common serjeant. It appeared that prior to the presentation of the above-mentioned petition, which was presented by certain of the respondent's friends, a similar petition had been presented to the Home Secretary on the respondent's behalf, and that that petition had been considered by the Home Secretary, who had declined to interfere. Counsel for the respondent further stated that it was the intention of the respondent to prosecute one of the persons who gave evidence at the trial for perjury.

THE COURT (BRUCE and CHANNELL, JJ.) refused the application for an adjournment and ordered the solicitor to be struck off the rolls.

BRUCE, J., said that there were no grounds for saying that the conviction was improperly obtained. There was no suggestion in the affidavit that a witness had committed perjury at the trial. A petition had already been presented to the Home Secretary which had not been granted by him. His lordship therefore saw no reason for adjourning the case.

CHANNELL, J., said that he did not think the court ought to postpone striking a solicitor off the rolls in these cases unless strong grounds were shown to the court for suspecting that the conviction was wrong. He did not desire to prejudice the petition to the Home Secretary, and if counsel had agreed to an adjournment it would have been granted, but as the court were asked by counsel for the Law Society to make the order striking the respondent off the rolls he thought they ought to make it.

Mr. *Hollams*: I am sure the Home Secretary knows the practice of the court in these matters and that he will not allow the fact of this order having been made by the court to weigh with him in considering the petition.—COUNSEL, *Hollams*; *J. Duncan*. SOLICITOR, *E. W. Williamson*; *Mint & Slater*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

SOLICITORS ORDERED TO BE STRUCK OFF THE ROLLS.

13 Jan.—CHARLES JAMES MACCOLLA.

13 Jan.—JAMES WILLIAM URWIN (Liverpool).

13 Jan.—ROBERT DONALDSON HOGG (6, Lombard-street, London).

13 Jan.—WILLIAM ARTHUR HORROX.

13 Jan.—FREDERICK WILLIAM LEWIS (93 and 94, Chancery-lane, London).

13 Jan.—EDMUND THEODORE RATCLIFF.

16 Jan.—JOHN VOSPER CURRY (Bradford).

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

In pursuance of the resolution passed at the adjourned annual general meeting, held the 15th of July, 1881, to the effect that meetings of the society should be held in January and April, a special general meeting of the members of the society will be held in the hall of the society on Friday, the 27th inst., at two o'clock precisely, to consider the subjects hereinafter mentioned.

Mr. T. S. Preston will ask: "Have the Council heard that it is in contemplation by the authorities to endeavour to alter the qualification of the principal clerks to the Chancery Registrars?"

Mr. Harvey Clifton will ask: "What replies have been received to the recent representation of the Council that a solicitor should be appointed to the office of Solicitor to the Treasury on a vacancy arising, and what is the purport of each reply?"

Mr. Charles Ford: To call attention to the recent resignation of membership of the society by Mr. Henry Reginald Wansbrough and Mr. John Longstaffe Dickinson, members of the firm of Messrs. Wansbrough, Dickinson, Robinson, & Tayler, of Bristol; and to move: "That it be referred to the Council to consider and report on the desirableness of the funds of the society being made more available for protecting and aiding members of the society in connection with the exercise of their profession."

Mr. Charles Ford will move: "That in view of the hopelessness of reform substantially curtailing the duration of the Long Vacation, or otherwise substantially facilitating the transaction of business in the offices of the Royal Courts of Justice, between the 12th of August and the 24th of October, this meeting fully endorses the opinion expressed from the judicial bench by the Lord Chief Justice of England on the 9th of November last, that the due administration of justice calls for the appointment of an additional judge in the Queen's Bench Division and another judge in the Chancery Division; and this meeting directs that a copy of this resolution be forwarded to the Prime Minister, the Lord Chancellor, and the Lord Chief Justice of England."

E. W. WILLIAMSON, Secretary.

THE GENERAL COUNCIL OF THE BAR.

Retainer Rule 20.

The opinion of the Council has been asked (1) as to whether a change of solicitors constitutes a "sufficient or satisfactory explanation" within the meaning of the established rule of the profession for the enforcement of the above retainer rule? and (2) as to whether the said retainer rule applies to proceedings after the trial of an action—e.g., on a motion for a new trial or appeal from the judgment at the trial of the action?

The Council have replied: (1) "That in their opinion a change of solicitors would not by itself constitute a sufficient or satisfactory explanation"; and (2) "That in their opinion rule 20 of the retainer rules does not apply to any proceedings after the conclusion of the trial of an action."

The rule of the profession above referred to is as follows: "When a brief is offered or delivered to any counsel, and he finds that another counsel has become entitled to a brief within the meaning of rule 14 or 20, and has not been briefed, such first-named counsel ought, where practicable, to ascertain from the solicitor offering or delivering such brief whether there is any sufficient explanation why a brief has not been offered or delivered to such other counsel, and unless a satisfactory explanation is given ought to refuse or return the brief." (See Weekly Notes, June 5, 1897; Annual Practice, Vol. II., p. 644, &c. &c.)

Etiquette.

The opinion of the Council has been invited by the Incorporated Law Society with reference to the duty of counsel to return fees where counsel has been briefed on the distinct understanding that he will give his personal attention to the case throughout, which he has failed to do.

The Council have replied: "That in their opinion where a barrister accepts a brief upon an express undertaking that he will personally attend throughout the case, he ought, if he does not so attend, to return his fee."

The opinion of the Council has been asked as to whether it is improper for counsel to accept a brief in London from a country solicitor who has no London certificate without the intervention of a London agent.

The Council have replied: "That in their opinion there is no obligation either by etiquette or otherwise upon counsel to refuse a brief under such circumstances."

The opinion of the Council has been asked as to whether the etiquette of the bar would be opposed to a barrister practising at the bar whilst carrying on the occupation of an analytical and consulting chemist and public analyst under the Sale of Food and Drugs Act?

The Council have replied: "That in their opinion it is not desirable that a person holding the office of public analyst under the Sale of Food and Drugs Act should practise at the bar."

Regulations.

In accordance with the resolution adopted at the last annual general meeting of the bar, regulation 28 has been amended as follows: "(28) Any member of the bar shall be at liberty to bring forward for discussion at the annual general meeting any resolution, provided that notice thereof shall have been given in writing to the secretary of the Council not less than seven clear days before the day of meeting, and that in the opinion of the Executive Committee of the Council such resolution is a matter of general interest to the bar."

HENRY C. A. BINGLEY, Secretary.

UNITED LAW SOCIETY.

The usual weekly meeting was held on Monday, the 16th inst., at the Inner Temple Lecture Hall, Mr. J. R. Yates in the chair. Mr. R. Somerville Wood (of the National Anti-Vivisection Society) moved: "That vivisection is morally unjustifiable." Mr. J. F. W. Galbraith opposed, and the debate was continued by Messrs. J. B. Matthews, P. H. Edwards, C. H. Kirby, S. E. Hubbard, and R. A. Martin. Mr. Wood replied, and the motion was carried by one vote.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY IN THE YEAR 1898.

Birmingham Law Society's Gold Medal.—Joseph Thomas Higgs, being first in order of merit among the candidates who are articulated to members of the Birmingham Law Society, having passed the best examination, and attained honorary distinction, the Council have awarded to him the gold medal given by the above society.

Mr. Higgs served his clerkship with Mr. Joseph Higgs, of Brierley Hill and Birmingham, and Messrs. A. H. Arnold & Son, of London, and obtained the prize of the Incorporated Law Society (U.K.) at the Honours Examination in June, 1898.

Birmingham Law Society's Bronze Medal.—George Ernest Thompson Edalji, being first in order of merit among the candidates who are articulated to members of the Birmingham Law Society, and having attained honorary distinction, the Council have awarded to him the bronze medal of the Birmingham Law Society.

Mr. Edalji served his clerkship with Messrs. King & Ludlow, of Birmingham, and obtained a second class certificate at the Honours Examination held in November, 1898.

E. W. WILLIAMSON, Secretary.

LAW STUDENTS' SOCIETIES.

LEEDS LAW STUDENTS' SOCIETY.—Jan. 16.—Mr. Councillor Clarke presiding.—The question for debate was: "John Smith in 1880 married Maria Brown and became entitled in his marital right to a term of years in Whiteacre. In 1882 Smith by deed converted the term into a fee simple, under the provisions of the Conveyancing Acts, 1881 and 1882. In 1897 Smith died, having devised Whiteacre away from his wife, who survived him. To whom does Whiteacre pass?" Messrs. R. C. Jones and R. N. Middleton, on behalf of the devisee, relied on section 65, sub-section 3, of the Conveyancing Act, 1881, contending that by converting the term into a fee simple the nature of the estate was entirely changed, and that it became descendible as freehold of the husband, and that the husband by the act of converting the estate declared his intention to appropriate it. Messrs. A. Hardwick and H. A. Crawford, on behalf of the wife, relied on section 65, sub-section 4, of the Conveyancing Act, 1881, contending that by this section the former rights of the wife were not affected, and that the conversion was made for the benefit of the wife as much as for the benefit of the husband. The chairman in summing up said that the question was one of a difference between sub-section 3 and sub-section 4 of section 65 of the Conveyancing Act, 1881, but that, taking into consideration that at the time the Act was passed the tendency was to extend rather than to limit the rights of married women, he thought the estate would go to the wife. On a vote being taken the question was decided in favour of the wife by a majority of one. A vote of thanks to the chairman concluded the meeting.

LAW STUDENTS' DEBATING SOCIETY.—Jan. 17.—Chairman, Mr. T. Senger Betty.—The subject for debate was: "That the case of *Jones v. Scullard* (1898, 2 Q. B. 565) was wrongly decided." Mr. H. G. Snowden opened in the affirmative, Mr. J. W. Hides seconded in the affirmative; Mr. W. E. Tyldesley Jones opened in the negative, Mr. W. G. Chapman seconded in the negative. The following members also spoke: Mr. C. A. Anderson, Mr. A. Hildersheimer, Mr. P. Hart, Mr. W. E. Singleton. Mr. Snowden having replied, the chairman shortly summed up. The motion was lost by fourteen votes.

LEGAL NEWS.

OBITUARY.

The death is announced of Mr. THOMAS SPINKS, Q.C., D.C.L. Mr. Spinks was admitted an advocate at Doctors' Commons in 1849, and was called to the bar in 1858, when he joined the Northern Circuit. He was made a Q.C. in 1866. The University of Oxford conferred upon him the degree of D.C.L.

APPOINTMENTS.

Mr. JOHN ALDERSON FOOTE, Q.C., has been appointed Recorder of Exeter in the room of the Honourable Mr. Justice Bucknill, resigned.

Mr. ERNEST ALBERT HOWELL, of 46, Queen Victoria-street, E.C., and 9, Shardcroft-avenue, Herne Hill, S.E., solicitor, of the firm of Traill & Howell, has been appointed a Commissioner for Oaths.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

BENJAMIN SPRINGBETT CORKE and WILLIAM GEORGE EARENGEY, solicitors (Corke & Earengy), Cheltenham. Dec. 25. [Gazette, Jan. 13.]

CHARLES ALBERT JOHN WARD and HENRY THOMAS GILLING, solicitors (Ward & Gilling), Cardiff. Dec. 31.

ARTHUR HASLAM and ALFRED EDWARD BRODIE HIER-EVANS, solicitors (Haslam & Hier-Evans), Bloomsbury Mansions, Hart-street, London. Jan. 14. [Gazette, Jan. 17.]

ADMISSION.

Mr. A. ARNOLD HANNAY, solicitor, of 54 and 55, Coleman-street, London, E.C., has taken into partnership Mr. Nathaniel Reynolds. The business will be conducted at the above address under the style of Hannay & Reynolds.

GENERAL.

Mr. Justice Bucknill was knighted on the 13th inst.

Mr. Justice Bucknill has been appointed to go on the Midland Circuit at the ensuing assizes in place of Sir Henry Hawkins.

The members of the Western Circuit will entertain Mr. Justice Bucknill at a complimentary dinner in honour of his recent elevation to the bench.

Sir Francis Jeune was stated on Wednesday evening to be much better. He was able to sit up again for a short time. The following bulletin was issued: "Sir Francis Jeune is progressing most satisfactorily."

Sir Reginald Palgrave has ascertained the site of the old Star Chamber, and a tablet indicating it is to be placed in the arcade connecting the Houses of Parliament with the Westminster Station of the District Railway Co. The Star Chamber was on the first floor, almost exactly in the position now filled by Sir Reginald Palgrave's drawing-room.

The City Lands Committee of the corporation are making arrangements for the rebuilding of the Sessions-house in the Old Bailey, and have approved of six architects being nominated by the council on the understanding that the acceptance of any of the designs submitted should not be binding upon the corporation.

The judges (Justices Bruce and Bucknill) have fixed the following commission days for holding the winter assizes on the Midland Circuit—viz., Aylesbury, Monday, January 30; Bedford, Thursday, February 2; Northampton, Monday, February 6; Leicester, Friday, February 10; Oakham and Lincoln, Thursday, February 16; Derby, Wednesday, February 22; Nottingham, Wednesday, March 1; Warwick, Tuesday, March 7; Birmingham, Monday, March 13.

The Times says that a proposition has been made by the authorities of the county of Surrey for the creation of a criminal assize at Guildford in the autumn, there being no assizes there at that time of the year, and Surrey prisoners committed between August and January having in consequence to be sent up for trial at the Central Criminal Court. It is contended, among other things, that this occasions great inconvenience and entails extra expense. The matter is under the consideration of the Lord Chief Justice and a committee of the Queen's Bench Judges.

In the course of an account of Mr. Justice Bucknill in the World this week, it is stated that at Westminster School he was Mr. James Lowther's fag. Like his brother, Mr. Justice Bucknill was intended for the army, but his whole career was changed as the result of a school-fight. At Westminster, as all old boys know, a fight was no light matter. Queen Elizabeth, in founding the school, forbade any scholar to fight between six and eight o'clock, so that the combatants might sleep over their quarrel and not fight in hot blood. The fight took place in the cloisters, facetiously termed "Milling Green," and lasted over an hour. Bucknill was blinded in one eye, so that no doctor could pass him for the army, and he had to relinquish for ever the hope of becoming a soldier.

The Home Secretary, says the Times, has appointed a committee consisting of Lord Belper (chairman), Sir Harry Bodkin Poland, Q.C., Mr. J. S. Dugdale, Q.C., Mr. C. A. Whitmore, M.P., and Mr. F. Lushington, with Mr. F. J. Dryhurst, of the Home Office, as secretary, to inquire into the jurisdiction of the Metropolitan police magistrates and county justices respectively in the Metropolitan police-court district; and to report whether any, and what, limitations in lieu of or in addition to those contained in section 42 of the Metropolitan Police-courts Act, 1839 (2 & 3 Vict. c. 71), should be made by legislation or otherwise in regard to their respective jurisdictions, and generally whether any, and what, measures are required in order to meet the needs of the Metropolitan police-court district as regards the exercise of magisterial jurisdiction.

Recently a question arose in the Inns of Court whether a student, not a British subject, could be called to the English bar. The matter was referred to a committee, consisting of Mr. Inderwick, Q.C., Mr. Jelf, Q.C., Mr. Warrington, Q.C., Mr. Renshaw, Q.C., and Mr. E. A. Russell, Q.C., to report on the subject. This document has been under the consideration of the authorities of the Inns, who have now recommended that persons who are not British subjects should not be called, and that if, under special circumstances, any Inn should desire to call to the bar a person not a British subject, such Inn should not exercise such right except after notice to the other Inns, stating the special circumstances relied upon.

The Newcastle Leader relates a story of Sir Henry Hawkins, for the accuracy of which it states there are members of the local constabulary who can vouch. It is generally known that when a judge is staying at the Mansion House in Newcastle a policeman is stationed outside the door in Ellison-place. This was the case some years ago when the famous judge paid the North a visit. About ten o'clock one night the constable on duty observed a man with a dog come out of the house. From the general get-up of the man he concluded that this was the butler. He entered into

conversation with the stranger, and asked if the "old bloke" was yet abed. The stranger replied that he was, and invited the officer to have a smoke. The pair went round to the back of the house, and were enjoying the fragrant weed, when the sergeant appeared on the scene. The "man with the dog" instantly re-entered the house, and left the sergeant to explain to the constable that he had been "confabbing" with the "old bloke" himself.

Messrs. Fairfax & Wetter, writing to the Times, state that an important decision affecting many English inventors was given by the Commissioners of Patents at Washington, in the United States, on the 20th of December. According to section 4,887 of the new statute, which became operative on the 1st of January, 1898, an inventor who has first applied for a patent in a foreign country will not be debarred from receiving a patent for the invention in the United States by reason of its first having been patented abroad, unless the application for such foreign patent was filed more than seven months prior to the filing of the application in the United States. As the majority of inventors in England file a provisional specification and obtain provisional protection before they file a complete specification, on the basis of which the patent is granted, a few experts had arrived at the conclusion that in the case of the English patent the date of application referred to in the said statute would be the date of filing the complete specification. On the 20th of December, 1898, the question came before the Commissioner of Patents, who held that the date of application for an English patent is the date on which the original application was filed, even if it had been accompanied only by a provisional specification, the reason being that according to English law provisional protection is not analogous to a caveat, and the patent, when granted, is dated as of the day of application instead of bearing the date of the actual grant or issue, as is the case in the United States and some other countries. English inventors must therefore be careful to apply for a United States patent in good time if they wish to obtain protection for their invention in the United States.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice NORTH.	Mr. Justice STIRLING.
Monday, Jan. 23	Mr. Jackson	Mr. Farmer	Mr. Grewell
Tuesday 24	Pemberton	King	Church
Wednesday 25	Jackson	Farmer	Grewell
Thursday 26	Pemberton	King	Church
Friday 27	Jackson	Farmer	Grewell
Saturday 28	Pemberton	King	Church
	Mr. Justice KNEEWICH.	Mr. Justice ROMER.	Mr. Justice BRYNE.
Monday, Jan. 23	Mr. Pugh	Mr. Lavis	Mr. Godfrey
Tuesday 24	Beal	Carrington	Leach
Wednesday 25	Pugh	Lavis	Godfrey
Thursday 26	Beal	Carrington	Leach
Friday 27	Pugh	Lavis	Godfrey
Saturday 28	Beal	Carrington	Leach

THE PROPERTY MART.

RESULT OF SALE.

MESSRS. H. E. FORSTER & CHAMFIELD held their usual Fortnightly Sale of Reversions and Life Policies at the Mart, E.C., on Thursday last, when the following Lots were sold:

REVERSIONS:	£
Absolute to One-seventh of £90,000; life 55	Sold 4,600
Absolute to One-eighth of Seven-tenths of £63,436; life 66	" 3,500
Absolute to One-thirteenth of £32,178; life 55	" 1,180
Absolute to One-eighth of Seven-tenths of £9,615 7s. 8d. London and North-Western Railway Three per Cent. Debenture Stock	" 570
Absolute to one Moiety of £1,000 13s. 6d. Cape of Good Hope Four per Cent. Loan, 1882; life 69	" 890
RESIDUE:	
Of £250 (amounting to £200 1s. 5d.), payable 6s. per week	" 130
LIFE POLICIES:	
For £2,000 in the Liverpool and London and Globe; life 62; annual premiums, £29 17s. 6d.; bonus additions, £35 4s. 2d.	" 690

WINDING UP NOTICES.

London Gazette.—FRIDAY, JAN. 13.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

COLONIAL TRUST ASSOCIATION, LIMITED.—Creditors are required, on or before March 2, to send their names and addresses, and the particulars of their debts or claims, to James Fabian, 34, Nicholas lane. Boushaw & Co, 2, Suffolk lane, solers to the liquidator.

CONSETT and NORTH-WEST DURHAM RACING CO, LIMITED (IN LIQUIDATION).—Creditors are required, on or before Feb 3, to send in their names and addresses, and the particulars of their debts or claims, to John George Murray, Taylor street, Consett.

IMPROVED INCANDESCENT ELECTRIC LAMP (FOREIGN PATENTS) SYNDICATE, LIMITED.—Creditors are required, on or before Feb 21, to send their names and addresses, and the particulars of their debts or claims, to Robert Ballard, 30, Jewry st. C W & H B Taylor, Crutched Friars, solers for the liquidator.

LAGOS WAREHOUSE AND COMMISSION CO, LIMITED.—Creditors are required, on or before Feb 28, to send in their names and addresses, and the particulars of their debts or claims, to George Hutchinson, 6, Exchange Station bldgs, Tithebarn st, Liverpool.

NEW MACGREGOR CYCLE AND ENGINEERING CO, LIMITED.—Creditors are required, on or before March 4, to send their names and addresses, and the particulars of their debts or claims, to Richard Sands, City chambers, South Parade, Nottingham.

STEEL FORGING AND BALL BEARING CO, LIMITED.—Petn for winding up, presented Jan 11, directed to be heard Jan 24. Wilkinson, 16, St Helen's pl, soler for the petitioners.

Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 25.

TRINITY COLLEGE COLNCE CO, LIMITED—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to James Pickles, 23, Exchange st, Coln. Stutard, Coln, solicitor for the liquidator.

UNITED STATES EXPLORATION CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Charles Falkman, 6, Drapers' gds.

FRIENDLY SOCIETY DISSOLVED.

COVENTRY COW CLUB, Coventry, Warwick Dec 24

London Gazette.—TUESDAY, Jan. 17.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRAMMALL BROTHERS, LIMITED—Creditors are required, on or before Feb 13, to send their names and addresses, and the particulars of their debts or claims, to John Merrett Wade, 7, Fawcett st, Liverpool. Field & Co, Liverpool, solicitors for liquidator.

GALENA MINES, LIMITED—Creditors are required, on or before April 1, to send their names and addresses, and the particulars of their debts or claims, to Edmund Heisch, 20, Threadneedle st. Ashurst Morris & Co, solicitors to liquidator.

GENERAL ASSOCIATION, LIMITED—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Alfred Herbert Barker, Charles Frederick Rowell, and John Scar, 20, Bishopsgate st Within. Ingle & Co, 20, Threadneedle st, solicitors to liquidators.

GENERAL ENTERPRISE CO, LIMITED—Creditors are required, on or before Feb 16, to send their names and addresses, and the particulars of their debts or claims, to John David Batson, 2, Throgmorton avenue. Travers Smith & Co, 4, Throgmorton avenue, solicitors.

GENERAL TOBACCO CORPORATION, LIMITED—Creditors are required, on or before Feb 16, to send their names and addresses, and the particulars of their debts or claims, to Pearson Ibbott, 25, Austin friars. Travers Smith & Co, 4, Throgmorton avenue, solicitors.

HANNAN'S LODGE, LIMITED—Petition for removing Frederick Bertram Smart, the present liquidator, from his position, and for the appointment of Edward Thomas Rodney Wilde in his place, also for continuing the voluntary winding up of the company, presented Jan 18, directed to be heard Jan 25. Taylor & Co, 4, Field ct, Gray's inn, solicitors for the petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 24.

LEASEHOLDS, LIMITED—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to James Hickley Bardley, 60, King st, Manchester. Boardman, Manchester, solicitor to liquidator.

MATTHEWS, HEWITT & CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Thomas Burnley Brooks, 104, King st, Manchester.

MATTHEWS NEWCASTLE-ON-TYNE DISTRICT WHITE LEAD CO, LIMITED—Petition for winding up, presented Jan 14, directed to be heard Jan 25. Flux & Leadbitter, 144, Leadenhall st, agents for Leadbitter & Harvey, Newcastle-on-Tyne, solicitors for the petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 24.

PECTAKOS CO, LIMITED—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Charles Ernest Bullock, 17, Albion st, Hanley. Jackson, Hanley, solicitor for the liquidator.

SWAN CYCLE CO, LIMITED—Creditors are required, on or before Feb 20, to send their names and addresses, and the particulars of their debts or claims, to Alfred Parkes, 91, Queen Victoria st.

W & T ALLENDER, LIMITED—Creditors are required, on or before Feb 28, to send particulars of their debts or claims to George William Lindsay Thompson, 63, Temple row, Birmingham. Foreyth & Bettinson, Birmingham, solicitors.

WARWICK BRIDGE DYING AND BLEACHING CO, LIMITED—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts and claims, to Robert Mungall, Great Corby, nr Carlisle. Sewell, Carlisle, solicitor for the liquidator.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

J H PICKUP & CO, LIMITED—Petition for winding up, presented Jan 11, directed to be heard at the Assize Courts, Strangeways, Manchester, on Monday, Feb 6. Kay, Silver st, Bury, solicitor for the petitioner. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of Feb 4.

RIBBLEDALE CYCLE CO, LIMITED—Petition for winding up, presented Jan 14, directed to be heard at St George's Hall, Liverpool, on Monday, Jan 30. Mather, 18, Harrington st, Liverpool, agent for Walmsley & Yates, Blackburn, solicitors for the petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 28.

FRIENDLY SOCIETIES DISSOLVED.

CENTRAL FINSBURY RADICAL CLUB ASSOCIATION, LIMITED, 243, Goswell rd Jan 6

CORNGRAVES MUTUAL LOAN AND INVESTMENT SOCIETY, Corngraves, Cradley Heath, Stafford Jan 9

FRIENDLY SOCIETY, Padbury, Buckingham Jan 6

ORMSKIRK CATHOLIC SOCIETY, Ormskirk, Lancaster Jan 13

ROYAL OAK SICK AND BURIAL TONTINE BENEFIT SOCIETY, Wrexham, Denbigh Jan 5

ST JOHN COLEFORD SICK AND BURIAL SOCIETY, Coleford, Glos Jan 6

CREDITORS' NOTICES.

UNDER 22 & 23 VICI. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 30.

BELL, RICHMOND, Otley, York, Chemist's Assistant Feb 1 Newstead & Co, Otley

BELSON, WILLIAM, Canterbury Jan 24 Mowll & Mowll, Canterbury

BLAND, CHARLES, Tottenham Feb 1 Gush & Co, Finsbury circus

CALLAWAY, DINAH, Plymouth, Devon Jan 31 Rodd, East Stonehouse

CESARINA, DONNA CAROLINE, Duches Brozza, Rome, Italy Jan 31 Palmer & Co, Trafalgar sq

CLABON, JOHN MOXON, Gt George st, Solicitor Feb 1 Eastwood & Co, Lincoln's inn fields

CORBOLD, GEORGE, Woolpit, Suffolk, Farmer Jan 31 Hayward & Son, Stowmarket

DADSWELL, JOSEPH, Maidstone Jan 28 Bracher, Maidstone

DIXON, EDWARD, Morley, York Jan 14 Wooler & Co, Leeds

ELLISON, GEORGE, Kingston upon Hull Feb 1 Jordenon, Hull

ELLISON, SUSANNAH MILNER, Kingston upon Hull Feb 1 Jordenon, Hull

ELLISTON, FLORIAN CHARLES, Wellington, New Zealand, Customs Officer Jan 30 Blyth & Co, Gresham House

ELSLEY, JOHN, Birling, nr Maidstone Feb 1 Basset & Boucher, Rochester

ENGALL, WILLIAM JOHN, Guildford, Builder Feb 1 Smallpieces & Co, Guildford

GRAHAM, JAMES, Hartlepool Jan 31 Edgar, Hartlepool

GRAHAM, MARGARET ALICE, Oswaltwistle, Lancs Jan 11 Mafts, Blackburn

HARVEY, CHARLES, Park House, nr Barnsley, York Feb 15 Newman & Bond, Barnsley

HAVILL, HENRY, Islington Jan 31 Burton & Co, Surrey st

HILL, WILLIAM, Worthing Jan 31 Vernal, Worthing

HOPE, MARGARET ROSAMOND, Newcastle upon Tyne Jan 31 Harbottle, Newcastle upon Tyne

HOUGHTON, GEORGE GOUGH, Bournemouth Feb 13 Wade, Old Jewry

JONES, FREDERICK THOMAS, Liverpool, Builder Feb 1 Newman & Kent, Liverpool

LEVY, BENJAMIN, West Dulwich Feb 10 Syper & Sons, New Broad st

LORD, SAM, Todmorden, Machine Maker March 1 Eastwood & Sutcliffe, Todmorden

MAHON, CATHERINE ADELINE MAXWELL, Bournemouth Jan 31 Woodcock & Co Bloomsbury sq

MAHON, JOHN WILLIAM SIMES, Bournemouth Jan 31 Woodcock & Co, Bloomsbury sq

MANE, WILLIAM HENRY, Notting Hill Feb 6 Chester & Co, Bedford row

MARKE, WILLIAM, and FANNY MAY MARKE, Bishop's Stortford March 1 Baker & Thornycroft, Bishop's Stortford

MORTIMER, RUSSELL, Birmingham, Iron Merchant Jan 31 Mortimer, Birchin

ROUSE, MARK, Wimbledon Feb 1 Harris & Co, Coleman st

WILSON, JOHN, Westmoreland, Farmer Jan 21 Pearson & Pearson, Kirby

London Gazette.—TUESDAY, Jan. 3.

AINSWORTH, CATHERINE ANN, Roehampton, Surrey Feb 28 Longbourne & Co, Lincoln's inn fields

BAYLIS, SAMUEL, Hanover tr, Regent's pk Feb 1 Harries & Co, Nicholas in

BOYNTON, WILLIAM, Chorlton upon Medlock, Manchester Jan 31 Challiner & Co, Manchester

COHEN, PHILIP EMMANUEL, Coventry, Watch Manufacturer Feb 28 Dewes & Co, Coventry

DALY, WILLIAM HENRY, Ilford, Essex Feb 18 Collyer & Davis, Nicholas in

GIBSON, WILLIAM HENRY, Ardwick, Manchester, Licensed Victualler Feb 6 Orrell, Manchester

GRUNDY, ISAAC, Bolton Jan 27 Russell, Bolton

HAMILTON, CAROLINE, St Helena, Lancs Jan 31 Thomas, St Helena

HINDLEY, FREDERIC, Shepherd's hill, Highgate Feb 6 Cooke, Old Jewry chambers

JONES, HENRY, Cardiff, Shipowner Feb 28 Vaughan & Roche, Cardiff

LAWSON, ISAAC, Wetherall, Cumberland, Yeoman Feb 1 Dobinson & Watson, Carlisle

MEADE-KING, CATHERINE, Walford, nr Taunton Jan 31 Meade-King & Son, Bristol

MILNER, MARY, Penrith Feb 7 Arnsion & Co, Penrith

MORRELL, TOWNING HERBERT, Duntun green, nr Sevenoaks, Station Master Feb 4 Morrell, Northfleet

MOXON, REV HERBERT CHARLES, Brighton Feb 14 Sewell & Co, Old Broad st

NIXON, JOSEPH, Tiptonville, Sheffield Feb 14 Alderson & Co, Sheffield

PAGE, ROBERT, Bradwell nr the Sea, Essex, Farmer Feb 1 Clapham & Co, Devonshire sq

POLLARD, MARY, Tiverton, Devon Feb 1 Carpenter & Martin, Tiverton

PRESANT, HENRY, Southtown next Great Yarmouth Feb 11 Whitshire & Son, Great Yarmouth

RANDALL, JANE, Charlton, Kent Feb 1 Egleston & Sons, Chancery in

SYKES, CHRISTOPHER, Chesterfield st, Mayfair Feb 6 Hastings, Lincoln's inn fields

TILLET, SAMUEL, Kilburn, Cab Proprietor Jan 31 Hughes & Aston, Edgware rd

TAYLOR, ANDREW, Halifax Feb 1 Jones, Halifax

WILSON, CAROLINE, Heeley, Sheffield Jan 24 Wilson, Sheffield

London Gazette.—FRIDAY, Jan. 6.

ALLEN, HENRY, Whittington Moor, nr Chesterfield, Licensed Victualler Feb 10 Wightman & Parker, Sheffield

BABER, MARY ANNE, Southsea, Hants March 31 Phelps & Wallace, Graham st

BRATTE, MATTHEW, Newcastle upon Tyne, House agent Feb 4 Davies & Balkwill, Newcastle upon Tyne

BENSON, WILLIAM ROBERT, Hexham, Northumberland, Colowner Feb 1 Clayton & Gibson, Newcastle upon Tyne

BICKERS, WILLIAM, Leeds, Draper Feb 21 Harland & Ingham, Leeds

BUTLER, PHILIP, Newport Pagnell, Bucks Jan 27 Williams & James, Norfolk House, Thames embankment

CATCHPOLE, GILES, Ipswich Feb 8 Westhorp & Co, Ipswich

COATES, THE REV ARTHUR TOMLIN, Naunton Beauchamp, Worcester Feb 2 Wagstaff, Pershore

COWPER, WILLIAM JOHN, Newbury, Berks, Solicitor Feb 17 Belcher, Newbury

DURRILL, MARY DURRILL, Spanish pl, Manchester sq Feb 1 Vernal & Borchas, Brighton

DURRANT, EDWARD, Milford, Surrey, Miller Feb 7 Weddell, Gt George st

FRANCE, HENRY, Newton le Willows, Lancs, Coal Dealer Jan 21 Turner & Sons, Preston

GREEN, ANN, Halesowen, Worcester, Licensed Victualler Feb 14 Smith, Birmingham

HARDING, MARY, Chiswick Feb 4 Bridgman & Willocks, College Hill

HATCH, HUBERT JAMES, Folkestone, Mantle Maker Feb 4 Edell & Gordon, King st, Chislehurst

HENRIQUES, JACOB QUIXANO, Harley st Feb 28 Burton & Co, Surrey st

HOLMES, JOHN HENRY, Walcot, Bath Feb 3 Eyles & Parham, Bath

HOTHER, SARAH ANN, Southborough, Kent Feb 6 Buss, Tunbridge Wells

JANES, JAMES PHILIP, Deptford Feb 16 Adams & Hugonin, Long Acre

LOWENDES, THE REV RICHARD, Sturminster Newton, Dorset Jan 31 Lowe & Co, Temple gds

MUGGERIDGE, LUCY HELEN, Leeds March 6 Hutchinson & Sons, Bradford

NICHOLAS, RICHARD GEORGE, Stratford Feb 6 Vernon & Co, Coleman st

PRESTON, FRANCHIS WILLIAM, Raymond bldgs, Gray's inn, Solicitor Feb 6 Hewlett & Co, Raymond bldgs

RUTTER, RICHARD BALL, Bristol Feb 11 Jacques & Co, Bristol

STEPHENSON, MARY ANN, Bass, Victoria March 1 Williams & Matthews, Melbourne

TALBOT, THOMAS, Dacre, nr Leeds Feb 6 Thompson & Co, Birkenhead

TRUBELBOURN, JOHN, Cambridge, Tailor Feb 28 Ginn & Matthew, Cambridge

TURNER, HON CAROLINE, Llandysul, Card gan Feb 15 Freer & Co, Lincoln's inn fields

UPCOTT, CHARLES JOHN, Cullompton, Devon Feb 2 Ford & Co, Exeter

WALKER, WILLIAM REEDER, Preston Feb 2 Ascroft, Preston

WOOLER, CROWTHER, Mirfield, York Feb 6 Simpson, Dewsbury

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house, even for a short term, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 28 years. Telegrams, "Sanitation, London."—[ADVT.]

FOR THROAT IRRITATION AND COUGH.—"Epps's Glycerine Jujubes" always prove effective. They soften and clear the voice, and are invaluable to all suffering from cough, soreness, or dryness of the throat. Sold only in labelled tins, price 7½d. and 1s. 1½d. James Epps & Co., Ltd., Homoeopathic Chemists, London.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—Friday, Jan. 13.

RECEIVING ORDERS.

BEST, WILLIAM, St. George's ter High Court Pet Oct 23 Ord Jan 10

BICE, JAMES EDGAR, Helston, Cornwall, Confectioner Truro Pet Jan 9 Ord Jan 9

BREWER, GEORGE WILLIAM, Keovil, Wilts, Farmer Bath Pet Jan 11 Ord Jan 11

BRIDGEWATER, JOSEPH HENRY, Birmingham, Brassfounder Birmingham Pet Jan 9 Ord Jan 9

BRISLEY, WALTER JOHN, Leicester, Shoes Mercer Leicester Pet Jan 9 Ord Jan 9

BRYNE, GEORGE, Birkenhead, Plumber Birkenhead Pet Jan 10 Ord Jan 10

COWDER, JOHN, Almagar, Chester, Travelling Draper Macclesfield Pet Dec 23 Ord Jan 11

COWLE, WALLACE STEPHEN, Bristol, Hairdresser Bristol Pet Jan 10 Ord Jan 10

EATON, JOHN, Pontardawe, Glam, Builder Neath Pet Jan 9 Ord Jan 9

EMMER, ARTHUR, Gainsborough, Grocer Lincoln Pet Jan 10 Ord Jan 10

GALLOIS, WILLIAM JOHN THOMAS GALLOIS, GEORGE GALLOIS, and WILLIAM BROWN, Coventry, Polishers Coventry Pet Jan 9 Ord Jan 9

GOODMAN, L., Manchester, Provision Dealer Manchester Pet Dec 30 Ord Jan 9

HABENS, ALEXANDER, Gosport, Bricklayer Portsmouth Pet Jan 7 Ord Jan 7

HACKETT, CHARLES ERNEST, Edgbaston, Birmingham, Builder Birmingham Pet Jan 9 Ord Jan 9

HOLMES, JOSEPH SANDERSON, Leeds Leeds Pet Jan 9 Ord Jan 9

HUMPHRES, JAMES MARTIN, Great Yarmouth Great Yarmouth Pet Jan 10 Ord Jan 10

JOHNSON, JAMES CREWE, Builder Nantwich Pet Jan 11 Ord Jan 11

JONES, HUGH HENRY, Glen Corway, Carnarvon, Commission Agent Bangor Pet Jan 9 Ord Jan 9

JONES, JOHN HERBERT, Swansea, Grocer Swansea Pet Jan 9 Ord Jan 9

JONES, MARIA, Leeds, Grocer Leeds Pet Jan 10 Ord Jan 10

KINGELEY, JOSEPH, Woodstone, Hunts, Labourer Peterborough Pet Jan 9 Ord Jan 9

METCALFE, JOSEPH SMITH, Leeds, Draper Leeds Pet Dec 23 Ord Jan 9

MORGAN, THOMAS, Abertawe, Collier Abertawe Pet Jan 9 Ord Jan 9

PARKER, GEORGE, Knareborough, Yorks, Greengrocer York Pet Jan 10 Ord Jan 10

PARNACOTT, WILLIAM SAMUEL, Brighton, Surveyor Brighton Pet Jan 7 Ord Jan 7

PARTINGTON, JOHN, Horwich, Lancs, Mineral Water Manufacturer Bolton Pet Jan 7 Ord Jan 7

PRACOCK, ALBERT, Leeds, Tobacconist Leeds Pet Jan 9 Ord Jan 9

FRANCE, EDWIN, Bishops Lydeard, Somerset, Blacksmith Taunton Pet Jan 11 Ord Jan 11

POWERS, FREDERICK WILLIAM, Pendlebury, Lancs, Baker Salford Pet Jan 11 Ord Jan 11

SANDERSON, WILLIAM, Crowle, Lincoln, Tailor Sheffield Pet Dec 19 Ord Jan 10

SCOTT, GEORGE JAMES DUBOYNT, Leeds Sheffield Pet Jan 11 Ord Jan 11

THOMPSON, ERNEST, Leamington, Baker Warwick Pet Jan 10 Ord Jan 10

THOMAS, FREDERICK, Llandebie, Carmarthen, Wheelwright Carmarthen Pet Dec 22 Ord Jan 7

WHITING, EDWARD, Landport, Hants, Baker Portsmouth Pet Jan 7 Ord Jan 7

WRIGHT, JOHN, Harrow on the Hill, Baker St Albans Pet Jan 11 Ord Jan 11

Amended notice substituted for that published in the London Gazette of Jan 3:

FREEDAY, JOHN BENJAMIN, Birmingham, Publican Birmingham Pet Dec 14 Ord Dec 20

Amended notice substituted for that published in the London Gazette of Jan 10:

BRANHILL, JAMES, Hulme, Manchester, Fish Dealer Manchester Pet Jan 5 Ord Jan 5

FIRST MEETINGS.

AUCOTT, FRANCIS HOWARD, Cheltenham Feb 9 at 11.15 County Court bldgs, Cheltenham

ASPIN, WILLIAM HEWES, Deddington, Oxford, Farmer Jan 20 at 12. 1, 86 Abate's, Oxford

BAINTON, THOMAS, Bewbome, nr Horsey Jan 20 at 11.30 Off Rec, Trinity House, Hall

BLANKLEY, FRANK FERNICHOUGH, Chatteris, Cambridge, Chemist Jan 23 at 12.45 Off Rec, 6, Petty Cury, Cambridge

BRANHILL, JAMES, Hulme, Manchester, Fish Dealer Jan 23 at 2.30 Off Rec, Byrom st, Manchester

BARBER, WILLIAM KIRBY, and SAMUEL KIRBY BREWER, 84 Ives, Hunts, Merchants Jan 23 at 12 Off Rec, 5, Petty Cury, Cambridge

BRIDLE, HARRY, Plumstead, Kent, Builder Jan 20 at 11.30 24, Railway app, London Bridge

BRISLEY, WALTER JOHN, Leicester, Shoes Mercer Jan 23 at Off Rec, 1, Berridge st, Leicester

CROUCHMAN, HENRY, St Leonards on Sea, Coal Merchant Jan 23 at 3 Young & Son, Bank bldgs, Hastings

DRAY, FRANK ARTHUR, Malloworth, Glos, Umbrella Stick Manufacturer Jan 21 at 12 Off Rec, Station rd, Glos

ELIAS, GEORGE ALFRED, Walsworth, Boot Dealer Jan 20 at 2.30 Bankruptcy bldgs, Carey st

ENSHIFF, ARTHUR, Gainsborough, Grocer Lincoln Pet Jan 24 at 12.30 Off Rec, 31, Oliver st, Lincoln

FRASER, GARDEN WILLIAM, Hemingford Abbots, Hunts, Artist Feb 10 at 12 Law Courts, New rd, Peterborough

FRY, JOSEPH SAMUEL, Birmingham, Auctioneer Jan 23 at 11 Off Rec, 1, Berridge st, Leicester

GOSLEY, THOMAS STICKLEY, Abertawe, Grocer Jan 24 at 12 Off Rec, 31, Alexandra rd, Swansea

HABENS, ALEXANDER, Gosport, Hants, Bricklayer Jan 20 at 3.30 Off Rec, Cambridge junc, High st, Portsmouth

HERCOCK, JOHN, Bourne, Lincoln, Straw Dealer Feb 10 at 12.15 Law Courts, New rd, Peterborough

HUMBLE, JAMES, Lancaster, Durham, Innkeeper Jan 20 at 2.45 Three Tuns Hotel, Durham

JONES, VALENTINE, Poland st, Jeweller Jan 20 at 2.30 Bankruptcy bldgs, Carey st

JONES, WILLIAM, Llangybi, Cardigans, Farmer Feb 8 at 3 Off Rec, 4, Queen st, Carmarthen

JUDD, ARTHUR WOODWARD, Camberwell, Inland Revenue Office Jan 23 at 3 Off Rec, 1, Berridge st, Leicester

KIRBY, FREDERICK HALL, Stratton st, Piccadilly, Consulting Engineer Jan 20 at 12 Bankruptcy bldgs, Carey st

PARKER, GEORGE, Knareborough, Yorks, Greengrocer Jan 24 at 12.15 Off Rec, 23, Stonegate, York

PARNACOTT, WILLIAM SAMUEL, Brighton Surveyor Jan 20 at 11 Off Rec, 4, Pavilion bldgs, Brighton

PARTINGTON, JOHN, Horwich, Lancs, Mineral Water Manufacturer Jan 20 at 8.16, Wood st, Bolton

PILLING, JOHN ROBERT, Arundel st, Strand Jan 23 at 12 Bankruptcy bldgs, Carey st

ROBERTS, THOMAS JOHN, Chapel Cury, Carnarvon, Licensed Victualler Jan 21 at 1.30 Prince of Wales Hotel, Carnarvon

ROBINSON, SAMUEL, Newport, Salop, Engineer Jan 23 at 11.45 Wright & Westhead, 1, Martin st, Stafford

ROBSON, CHARLES FREDERICK, Lincoln Jan 21 at 13 Off Rec, 31, Silver-street, Lincoln

TAYLOR, GEORGE, Mappellwell, nr Barnsley, Yorks, Stonemason Jan 24 at 10.15 Off Rec, Regent st, Barnsley

THOMAS, FREDERICK, Llandebie, Carmarthen, Wheelwright Jan 23 at 12 Off Rec, 31, Alexandra rd, Swansea

WATERHOUSE, SAMSON, Pudsey, Yorks, Builder Jan 20 at 11 Off Rec, 31, Manor row, Bradford

WHITE, JAMES, Hastings, Milkman Jan 23 at 2.30 Off Rec, 24, Railway app, London bldgs

WHITING, EDWARD, Landport, Hants, Baker Jan 20 at 3 Off Rec, Cambridge junc, High st, Portsmouth

WILLIAMS, JOHN MORRIS, Brecon, Grocer Jan 20 at 3.135, High st, Merthyr Tydfil

YEANDLE, JAMES, Swansea, Grocer Jan 21 at 12.30 Off Rec, 31, Alexandra rd, Swansea

ZWARTOW, HENRIK, Upper Portlands, Sussex, Baker Jan 20 at 11.50 Off Rec, 4, Pavilion bldgs, Brighton

ADJUDICATIONS.

BADIAN, JULIUS, Hightown, Manchester, Cigar Manufacturer Manchester Pet Nov 30 Ord Jan 6

BELL, RICHARD THOMAS, Theydon Bois, Essex Edmonton Pet Nov 15 Ord Jan 11

BICE, JAMES EDGAR, Helston, Cornwall, Confectioner Truro Pet Jan 9 Ord Jan 9

BOUGHELOU, ANATOLE, Old Compton st, Soho, Butcher High Court Pet Dec 5 Ord Jan 10

BREWER, GEORGE WILLIAM, Keovil, Wilts, Farmer Bath Pet Jan 11 Ord Jan 11

BUNT, JAMES JOSEPH, Cardiff Cardiff Pet Dec 22 Ord Jan 9

BRYNE, GEORGE, Birkenhead, Plumber Birkenhead Pet Jan 10 Ord Jan 10

CROSS, WALTER, Bloomsbury, Watchmaker High Court Pet Nov 17 Ord Jan 9

EATON, JOHN, Pontardawe, Glam, Builder Neath Pet Jan 9 Ord Jan 9

EDWARDS, J, Liverpool, Draper Liverpool Pet Dec 6 Ord Jan 11

ENSHIFF, ARTHUR, Gainsborough, Grocer Lincoln Pet Jan 10 Ord Jan 10

FREEDAY, JOHN BENJAMIN, Birmingham, Publican Birmingham Pet Dec 14 Ord Jan 6

FONTAINE, CHARLES, 4, Arthur st, New Oxford st, Agent High Court Pet Dec 5 Ord Jan 10

GALLOIS, WILLIAM JOHN THOMAS GALLOIS, GEORGE GALLOIS, and WILLIAM BROWN, Coventry, Polishers Coventry Pet Jan 9 Ord Jan 9

HABENS, ALEXANDER, Gosport, Hants, Bricklayer Portsmouth Pet Jan 7 Ord Jan 7

HACKETT, CHARLES ERNEST, Edgbaston, Birmingham, Builder Birmingham Pet Jan 9 Ord Jan 11

HAIST, FRANK HERBERT, South Norwood, Actor Croydon Pet Jan 8 Ord Jan 9

HOUGHTON, HENRY, Chelsea, Builder High Court Pet Jan 4 Ord Jan 9

HUMPHRES, JAMES MARTIN, Gt Yarmouth Gt Yarmouth Pet Jan 10 Ord Jan 10

JONES, HUGH HENRY, Carnarvon, Commission Agent Bangor Pet Jan 9 Ord Jan 9

JONES, JOHN HERBERT, Swansea, Grocer Grocer Pet Jan 9 Ord Jan 9

JONES, MARIA, Leeds, Grocer Leeds Pet Jan 10 Ord Jan 10

KENNEL, JOHN, JAMES KENNEL, and FREDERICK TALLIS PARKES, Belgrave, Leicester, Boot Manufacturers Leicester Pet Dec 6 Ord Jan 7

KINGELEY, JOSEPH WOODSTONE, Hunts, Labourer Peterborough Pet Jan 9 Ord Jan 9

LAPPER, FRANK ADOLPHUS, Acton Brentford Pet Nov 24 Ord Jan 7

MORGAN, THOMAS, Abertawe, Collier Abertawe Pet Jan 9 Ord Jan 9

PARKER, GEORGE, Knareborough, Yorks, Greengrocer York Pet Jan 10 Ord Jan 10

PARNACOTT, WILLIAM SAMUEL, Brighton, Surveyor Brighton Pet Jan 7 Ord Jan 10

PARTINGTON, JOHN, Horwich, Lancs, Mineral Water Manufacturer Bolton Pet Jan 7 Ord Jan 7

PRACOCK, ALBERT, Leeds, Tobacconist Leeds Pet Jan 9 Ord Jan 9

FRANCE, EDWIN, Bishops Lydeard, Somerset, Blacksmith Taunton Pet Jan 11 Ord Jan 11

SALTER, WALTER PIERREPOIT, 4, Watling st, Mantle Manufacturer High Court Pet Dec 22 Ord Jan 9

SCOTT, GEORGE JAMES DUBOYNT, Leeds Sheffield Pet Jan 11 Ord Jan 11

THOMAS, WILLIAM JAMES GRIFFITH, Centre, Glam, Bank Clerk Pontypool Pet Nov 25 Ord Jan 10

THOMPSON, ERNEST, Leamington, Baker Warwick Pet Jan 10 Ord Jan 10

VAUGHAN, WALTER, Birmingham, Bismarck Birmingham Pet Dec 33 Ord Jan 7

WHITING, EDWARD, Landport, Hants, Baker Portsmouth Pet Jan 7 Ord Jan 7

Amended notice substituted for that published in the London Gazette of Jan. 10:

BRANHILL, JAMES, Hulme, Manchester, Fish Dealer Manchester Pet Jan 5 Ord Jan 5

ADJUDICATION ANNULLLED.

MULLANEY, DENIS, Heaton Norris, Lancs, Builder Stockport Adjud Aug 27, 1898 Annual Jan 8

London Gazette.—Tuesday, Jan. 17.

RECEIVING ORDERS.

ARSCOTT, JAMES, Coombe Raleigh, nr Honiton, Devon, Dairyman Exeter Pet Jan 7 Ord Jan 7

BABINGTON, GEORGE, Newport Pagnell, Bucks, Farmer Northampton Pet Jan 14 Ord Jan 14

BAKER, JAMES, Studley, Warwicks, Grocer Warwick Pet Jan 12 Ord Jan 12

BEST, WILLIAM HENRY, Dudley, Hay Dealer Dudley Pet Jan 14 Ord Jan 14

BLOOM, WILLIAM, Gt Yarmouth, Hosier Gt Yarmouth Pet Jan 13 Ord Jan 13

BORWICK, ROBERT, South Shields, Master Mariner Newcastle on Tyne Pet Jan 10 Ord Jan 10

BROWN, JOHN HENRY, Oldbury, Worcester, General Dealer West Bromwich Pet Jan 12 Ord Jan 12

CAMPBELL, JAMES, Berwick upon Tweed, Printer Newcastle on Tyne Pet Jan 13 Ord Jan 13

CUTLER, WILLIAM THOMAS, Burnley, Lancs Burnley Pet Jan 12 Ord Jan 12

CUTLER, WALTER JAMES, Kilburn, Tailor's Traveller High Court Pet Jan 11 Ord Jan 11

DROEGE, WILLIAM, Earl's Court High Court Pet Dec 14 Ord Jan 6

ELLIOTT, DAVID, Blyth, Northumberland, Fruiterer Newcastle on Tyne Pet Jan 9 Ord Jan 9

FORD, THOMAS, Birmingham, Chaudelier Manufacturer Birmingham Pet Jan 14 Ord Jan 14

FRASER, ROBERT WILLIAM, Upper Cwmystwith, Brecon Neath Pet Jan 12 Ord Jan 12

GARFIELD, JULIA MARY, Colehill, Warwicks Birmingham Pet Dec 29 Ord Jan 13

HARRIS, CHARLES, Tregoney, Cornwall, Mason Truro Pet Jan 12 Ord Jan 12

HEYWARD, WILLIAM SPARKS, Newton Abbot, Devon, Corn Merchant Exeter Pet Jan 9 Ord Jan 10

HILL, EMMA JANE, Ecclesall, Sheffield, Licensed Victualler Sheffield Pet Jan 14 Ord Jan 14

HILTON, JOHN, Chesterfield, Builder Chesterfield Pet Jan 11 Ord Jan 11

HIRST, JOSEPH, Goole, Yorks, Boatman Wakefield Pet Jan 12 Ord Jan 12

JOBSON, CHARLES, Alnwick, Fruiterer Newcastle on Tyne Pet Jan 9 Ord Jan 9

JONES, EDWARD, Wolverhampton, Plumber Wolverhampton Pet Jan 13 Ord Jan 13

MARSH, EDWARD, Ealing, Butcher Brentford Pet Nov 8 Ord Jan 13

MATTHEWS, LYDIA, Manchester, Mantle Manufacturer Manchester Pet Jan 12 Ord Jan 12

MILNER, ARTHUR GARET, Bradford Bradford Pet Jan 14 Ord Jan 14

MONKLEY, ELIZABETH, Cardiff, Fish Dealer Cardiff Pet Jan 12 Ord Jan 12

MURRAY, SIR WILLIAM ROBERT, Buntingford, Herts, Baronet Cambridge Pet Dec 6 Ord Jan 14

NEWSON, BENJAMIN JAMES, Walton, Suffolk, Fork Butcher Ipswich Pet Jan 13 Ord Jan 13

NILE, JOHN, Northwich, Fried Fish Dealer Nantwich Pet Jan 12 Ord Jan 12

OLLEY, WILLIAM, Norwich, Grocer Norwich Pet Jan 14 Ord Jan 14

OXLEY, JONATHAN, Bradford, Cabinet Maker Bradford Pet Jan 12 Ord Jan 11

PENNEY, FRANCIS, Ramsgate, Fishmonger Canterbury Pet Jan 13 Ord Jan 13

PHILLIPS, ALFRED JOHN, Eastbourne, Restaurateur Eastbourne Pet Dec 23 Ord Jan 12

RADCLIFFE, JAMES, Horne Hill, Engineer High Court Pet Dec 23 Ord Jan 11

RELTON, JAMES, West Hartlepool, Carrier Sunderland Pet Jan 13 Ord Jan 13

RIBBON, TIMOTHY VICKERS, Clapham, Engineer High Court Pet April 30 Ord Jan 11

ROBBINS, FRANCIS, Shrewsbury Shrewsbury Pet Jan 11 Ord Jan 11

ROBERTS, THOMAS, Pontycymmer, Glam, Builder Cardiff Pet Dec 8 Ord Jan 10

SANDERS, T GROSVENOR, Victoria st High Court Pet Dec 10 Ord Jan 12

SILBER, MARTIN, Lombard st, Merchant High Court Pet Dec 15 Ord Jan 12

STEVENSON, JOHN FOSWYTH LIDDELL, Landport, Hants, Provision Merchant Portsmouth Pet Dec 30 Ord Jan 13

STYRING, EDMUND BENSON, Westbourne, Bournemouth, Draper Poole Pet Jan 11 Ord Jan 11

TREYON, HENRY D. Strand, Musical Entertainer High Court Pet Dec 30 Ord Jan 12

TUTTUS, E G, Red Lion st, Fleet st High Court Pet Nov 30 Ord Jan 12

WALTERS, WALTER ARTHUR, Prestigne, Tailor Leominster Pet Jan 14 Ord Jan 14

WARD, FREDERICK, Kirkley, Lowestoft, Fisherman Gt Yarmouth Pet Jan 14 Ord Jan 14

WARD, JOHN, Plaistow, Vegetable Salesman High Court Pet Dec 21 Ord Jan 13

WHITEHEAD, WILLIAM, Ashton under Lyne, Grocer Ashton under Lyne Pet Jan 12 Ord Jan 12

WHITTINGTON, ARTHUR, Leeds Leeds Pet Jan 13 Ord Jan 13

WILCOX, SIDNEY, Wolverhampton, Beer Retailer Wolverhampton Pet Jan 12 Ord Jan 13

WILLIAMS, RICHARD, Reading, Tailor Reading Pet Jan 11 Ord Jan 11

WOODD, BASIL ROBERT, Copthall bldgs, Stockbroker High Court Pet Jan 8 Ord Jan 14

WORKMAN, HENRY JOHN, Burwell, Cambs, Grocer Cambridge Pet Jan 13 Ord Jan 13

Amended notice substituted for that published in the London Gazette of Jan 3:

DAVIES, GEORGE FRANCE, Newport, Builder Newport Mon Pet Dec 30 Ord Dec 30

FIRST MEETINGS.

ARSCOTT, JAMES, Raleigh, 12, Homiton, Devon, Dairyman Jan 25 at 10.30 Off Rec, 13, Bedford circus, Exeter
 BAXTER, WILLIAM, Ropley, Lincs, Wheelwright Jan 24 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 BEST, WILLIAM, St George's ter Jan 25 at 1 Bankruptcy bldg, Carey st
 BICE, JAMES EDGAR, Holston, Cornwall, Confectioner Jan 25 at 12 Off Rec, Boscawen st, Truro
 BONSON, JAMES, Kettering, Draper Jan 25 at 2.30 Bankruptcy bldg, Carey st
 BREWER, GEORGE WILLIAM, Kestry, Wilts, Farmer Jan 25 at 12.30 Off Rec, Baldwin st, Bristol
 COWLE, WALLACE STEPHEN, Bristol, Hairdresser Jan 25 at 12 Off Rec, Baldwin st, Bristol
 CUTLER, WALTER JAMES, Kilburn, Tailor's Traveller Jan 25 at 12 Bankruptcy bldg, Carey st
 DAVIS, GEORGE, Ilford, Essex, Coachbuilder Jan 25 at 3 Off Rec, 25, Temple chmbrs, Temple av
 DROGG, WILLIAM ALBERT CESAR, Earl's Court Jan 25 at 11 Bankruptcy bldg, Carey st
 ELLIOTT, DAVID, Blyth, Northumberland, Fruiterer Jan 25 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
 FURNES, FREDERICK, Sheffield, Brewer's Traveller Jan 24 at 2.30 Off Rec, Figtree ln, Sheffield
 GALLON, WILLIAM, JOHN THOMAS GALLON, GEORGE GALLON, and WILLIAM BROWN, Coventry, Polishers Jan 24 at 11.30 Off Rec, 17, Hertford st, Coventry
 GOODMAN, LOUIS, Manchester Jan 25 at 2.30 Off Rec, Byrom st, Manchester
 GRIFFIN, FRANK, Guildhall chmbrs, Auctioneer Jan 25 at 11 Bankruptcy bldg, Carey st
 HERTWARD, WILLIAM SPARKE, Newton Abbott, Devon, Corn Merchant Jan 25 at 11 The Castle, Exeter
 HIAST, FRANK HERBERT, South Norwood, Actor Jan 25 at 11.30 24, Railway app, London bridge
 HIRST, JOSEPH, Goole, Yorks, Boatman Jan 24 at 3 Off Rec, 6, Bond ter, Wakefield
 HORNBY, WILLIAM SPARKE, Hatherleigh, Devon, Auctioneer Jan 24 at 12 6, Athenium ter, Plymouth
 HOUD, FREDERICK REYNOLDS, Whitwell, I W, Miller Jan 25 at 11.30 Off Rec, 19, Quay st, Newport, I W
 HUGHES, DAVID EVANS, Llangschwen, Anglesy, Farmer Jan 25 at 1.45 Off Rec, Wales Hotel, Carnarvon
 HUMPHREY, JAMES MARTIN, Gt Yarmouth Jan 25 at 12 Off Rec, 8, King st, Norwich
 JOHNSON, CHARLES, Alnwick, Fruiterer Jan 25 at 10.30 Off Rec, 30, Mosley st, Newcastle on Tyne
 KILLEY, J, Kensington Jan 25 at 12 Bankruptcy bldg, Carey st
 KINGEBLEY, JOSEPH, Huntingdon, Labourer Feb 10 at 12.15 Law Courts, New rd, Peterborough
 LEVIE, RICHARD NATHANIEL ALEXANDER, Leytonstone Jan 25 at 12.30 Bankruptcy bldg, Carey st
 LEWIS, JOHN, Baintree, Essex, Baker Feb 1 at 10.30 Shirehall, Chelmsford
 NAYLOR, ERNEST ELIJAH, and WILLIAM HEFFORD, Kettering, Boot Manufacturers Jan 24 at 12.30 Off Rec, County Court bldg, Sheep st, Northampton
 NEWSON, BENJAMIN JAMES, Walton, Suffolk, Pork Butcher Jan 25 at 1 Off Rec, 35, Princes st, Ipswich
 NORMAN, GEORGE, Sheffield, Builder Jan 24 at 3 Off Rec, Figtree ln, Sheffield
 OXLEY, JONATHAN, Bradford, Cabinet Maker Jan 25 at 11 Off Rec, 31, Manor row, Bradford
 PASHBY, WILLIAM, Fife, Yorks, Rope-maker Jan 24 at 11.30 Off Rec, 74, Newborough, Scarborough
 PEACOCK, ALBERT, Leeds, Tobaccoist Jan 25 at 11 Off Rec, 22, Park row, Leeds
 PEARCE, EDWIN, Bishop Lyford, Somerset, Blacksmith Jan 24 at 11.30 Off Rec, 58, Hammet st, Taunton
 PENNEY, FRANCIS, Ramsgate, Fishmonger Feb 2 at 9.30 Off Rec, 73, Castle st, Canterbury
 POWNER, FREDERICK WILLIAM, Pendlebury, Lancs, Baker Jan 25 at 3 Off Rec, Byrom st, Manchester
 RAY, JAMES EDWARD, Redditch, Draper Jan 25 at 11 174, Corporation st, Birmingham
 RAYMENT, HENRY, Fulham, Fishmonger Jan 25 at 12 Bankruptcy bldg, Carey st
 ROBBINS, FRANCIS, Shrewsbury, Salop Jan 25 at 11.30 Off Rec, 42, St John's hill, Shrewsbury
 SATCHELL, THOMAS, Temple chmbrs Jan 27 at 2.30 Bankruptcy bldg, Carey st
 THOMPSON, ERNEST, Leamington, Baker Jan 24 at 12.30 Off Rec, 17, Hertford st, Coventry
 TOPPIN, PERCY, Rhyll, Flint Jan 25 at 2.30 Bankruptcy bldg, Carey st
 WARIO, FRANCIS, Redditch, Needle Stamper Jan 25 at 11 174, Corporation st, Birmingham
 WILKINSON, ROBERT, Middleborough, Builder Feb 1 at 3 Off Rec, 8, Albert rd, Middleborough
 WOODS, BASIL ROBERT, Cophall bldg, Stockbroker Jan 25 at 2.30 Bankruptcy bldg, Carey st

ADJUDICATIONS.

ARSCOTT, JAMES, Coombe Raleigh, 12, Homiton, Devon, Dairyman Exeter Pet Jan 7 Ord Jan 7
 BARINGTON, GEORGE, Newport Pagnell, Bucks, Farmer Northampton Pet Jan 14 Ord Jan 14
 BAKER, JAMES, Studley, Warwicks, Grocer Warwick Pet Jan 19 Ord Jan 19
 BENT, WILLIAM HENRY, Dudley, Worcesters, Hay Dealer Dudley Pet Jan 14 Ord Jan 14
 BLOOM, WILLIAM, Gt Yarmouth, Hosier Gt Yarmouth Pet Jan 13 Ord Jan 13
 BONSON, JAMES, Kettering, Draper Northampton Pet Dec 19 Ord Jan 14
 BORWICK, ROBERT, South Shields, Master Mariner Newcastle on Tyne Pet Jan 10 Ord Jan 10
 CAMPBELL, JAMES, Berwick upon Tweed, Printer Newcastle on Tyne Pet Jan 12 Ord Jan 12
 CULIFFE, WILLIAM THOMAS, Burnley Burnley Pet Jan 12 Ord Jan 12
 CUTLER, WALTER JAMES, Kilburn, Tailor's Traveller High Court Pet Jan 11 Ord Jan 11
 DROGG, WILLIAM ALBERT CESAR, Earl's Court High Court Pet Dec 16 Ord Jan 12
 ELLIOTT, DAVID, Blyth, Northumberland, Fruiterer Newcastle on Tyne Pet Jan 9 Ord Jan 9
 FOX, GEORGE HERBERT, Holloway rd, Hosier High Court Pet Dec 16 Ord Jan 12
 FRASER, ROBERT WILLIAM, Upper Cwmwrt, Brecon Neath Pet Jan 12 Ord Jan 12
 FREESTON, HARRY FREDERICK, Thorpe Dale, General Dealer Brighton Pet Oct 12 Ord Jan 12
 GANSON, WILLIAM JOHNSTON, Bloomsbury st High Court Pet Dec 6 Ord Jan 12
 HARRIS, CHARLES, Tregoney, Cornwall, Mason Truro Pet Jan 12 Ord Jan 12
 HILL, FRANK JAMES, Bodmin, Licensed Victualler Sheffield Pet Jan 14 Ord Jan 14
 HILTON, JOHN, Chesterfield, Builder Chesterfield Pet Jan 11 Ord Jan 11
 HIRST, JOSEPH, Goole, Yorks, Boatman Wakefield Pet Jan 12 Ord Jan 12
 JOHNSON, CHARLES, Alnwick, Fruiterer Newcastle on Tyne Pet Jan 9 Ord Jan 11
 JONES, RICHARD, Wolverhampton, Plumber Wolverhampton Pet Jan 13 Ord Jan 13
 MATTHEWS, LYDIA, Manchester, Mantle Manufacturer Manchester Pet Jan 12 Ord Jan 12
 MAWSON, FREDERICK, Gateshead, Mat Merchant Newcastle-on-Tyne Pet Nov 11 Ord Jan 13
 MONKLEY, ELIZABETH, Cardiff, Fish Dealer Cardiff Pet Jan 12 Ord Jan 13
 NEWSON, BENJAMIN JAMES, Walton, Suffolk, Pork Butcher Ipswich Pet Jan 13 Ord Jan 13
 OLL, WILLIAM, Norwich, drocer Norwich Pet Jan 14 Ord Jan 14
 OSBORN, JOHN EVANS ELLIS, Paddington, Cab Proprietor High Court Pet Dec 8 Ord Jan 12
 OXLEY, JONATHAN, Bradford, Cabinet Maker Bradford Pet Jan 11 Ord Jan 11
 PENNEY, FRANCIS, Ramsgate, Fishmonger Canterbury Pet Jan 13 Ord Jan 13
 POWNER, FREDERICK WILLIAM, Pendlebury, Lancs Salford Pet Jan 11 Ord Jan 12
 RAIKES, GEORGE ALFRED, Cophall chmbrs High Court Pet Nov 3 Ord Jan 11
 RELTON, JAMES, West Hartlepool, Carrier Sunderland Pet Jan 12 Ord Jan 12
 ROBBINS, FRANCIS, Shrewsbury Shrewsbury Pet Jan 11 Ord Jan 11
 STYRING, EDMUND BENSON, Westbourne, Bournemouth, Draper Poole Pet Jan 11 Ord Jan 11
 WALTERS, WALTER ARTHUR, Prestegrove, Radnor, Tailor Leominster Pet Jan 14 Ord Jan 14
 WARD, FREDERICK, Kirkley, Lowestoft, Fisherman Great Yarmouth Pet Jan 14 Ord Jan 14
 WHITE, JAREZ, Hastings, Milkman Hastings Pet Dec 15 Ord Jan 13
 WHITTINGTON, ARTHUR, Leeds Leeds Pet Jan 13 Ord Jan 13
 WILSON, SIDNEY, Wolverhampton, Beer Retailer Wolverhampton Pet Jan 12 Ord Jan 13
 WILLIAMS, RICHARD, Reading, Tailor Reading Pet Jan 11 Ord Jan 11
 WINGFIELD, GEORGE, and THOMAS PETERS, Portlads, Sussex, Builders Brighton Pet Dec 2 Ord Jan 9
 WORKMAN, HENRY JOHN, Burwell, Cambridge, Grocer Cambridge Pet Jan 13 Ord Jan 13
 WRIGHT, JOHN, Harrow on the Hill, Baker St Albans Pet Jan 11 Ord Jan 11

Amended Notice substituted for that published in the London Gazette of Jan 3
 DAVIES, GEORGE FRANCIS, Newport, Builder Newport, Mon Pet Dec 30 Ord Dec 31

ADJUDICATIONS ANNULLED.

MORGAN, HENRY JAMES, Sheerness, Lieutenant Royal Navy Rochester Adjud July 25, 1898 Annul Dec 21, 1898
 WATERHOUSE, WILLIAM FRANCIS BRASCH, Bexley Heath, Kent, Carpenter Rochester Adjud March 10, 1893 Annul Dec 21, 1898

ERROES IN FOOD AND DRINK.

BY A SPECIALIST.

It is dawning on the public to try and prevent, or at least to arrest, disease. It is in prevention that Dr. Tibbles' Vi-Cocoa plays an important part, acting solely as a first-class nourishing food—it strengthens the system to resist, oppose, and overcome the attacks of disease. You'll hear someone say, "So-and-so has a strong constitution"; follow that up, and you'll find that So-and-so follows the golden rule of being temperate in all things, and pays attention to diet and exercise. Does he or she keep up this strong constitution by taking medicine or swallowing pills? No, indeed! They have discovered that prevention is better than cure. Dr. Tibbles' Vi-Cocoa places a means in the hands of everyone to build up and maintain a sound constitution, which enables its possessor to travel his life's journey without the aches and pains which are in many cases preventable. Thus we come round again to sound common-sense based on experience.

Dr. Tibbles' Vi-Cocoa can be obtained from all Chemists, Grocers, and Stores, or from 60, 61, and 62, Bunhill-row, London, E.C. Dainty Sample free on mentioning this paper.

MR. CUTHBERT SPURLING, M.A., B.C.L. (Oxford), First Class Honours, late Scholar of Christ Church, Editor of "Smith's Common Law," continues to PREPARE, personally or in small classes, for the Bar, and for Oxford, Cambridge, and Durham Legal Examinations.

Bar Examinations of 1898—71 sent up, 60 passed. June, 1898, B.C.L. (Oxford) gained by a pupil; November, 1898, Law Special, Part II. (Cambridge), 2 sent up, both passed.

Address, 11, New-court, Lincoln's-inn, W.C.

MR. UTTLEY, Solicitor, continues to rapidly and successfully PREPARE CANDIDATES, orally and by post, for the SOLICITORS' and B.A. PRELIMINARY, INTERMEDIATE, and FINAL, and LL.B. Examinations. Terms from £1 is. per month. MANY PUPILS HAVE TAKEN HONOURS.—For further particulars, and copies of "Hints on Stephen's Commentaries" and "Hints on Criminal Law," address, 17, Brasenose-street, Albert-square, Manchester.

MR. F. F. MONTAGUE, LL.B., 30, Bedford-row, W.C., continues to Prepare for the Solicitors' Final and Intermediate Examinations personally and by post. Payment by result. Particulars on application.

LAW.—Common Law and Chancery Clerk (24), with experience in Bankruptcy, Divorce, County Court, and Mayor's Court work. Desires Engagement; excellent references; highest respectability; salary 40s.—Lex, 20, Ospringe-road, N.W.

LAW.—Wanted, capable Shorthand and Typewriter (Male); also Bill Clerk with City experience.—Address, with particulars, speed, system, experience, and salary required, LEX, care of Co-operative Advertisers, Ltd., Grosvenor House, E.C.

LAW.—Managing Clerk of several years' experience Drafts and Settles Costs from entries or papers or without, and either in town or country; moderate salary or percentage.—LEX, 35, Woodford-road, Forest Gate, London.

WANTED, Conveyancing Clerk, between ages 27 and 35. Salary £100. University man preferred.—Experience and necessary particulars by letter to BURLINGTON, care of Street Brothers, 5, Serle-street, W.C.

TO be LET, suitable for Banking, Insurance Companies, or Merchants, capital Suite of Ground-floor Offices.—Apply, Wm. BRASS, on the premises, 13 and 14, Abchurch-lane, King William-street, E.C.

RENTS Collected and Estates Carefully Managed in any London suburb; all kinds of Property Let or Sold by Auction or Privately.—PARKES & CUNAN, F.S.I., Auctioneers and Estate Agents, 105, Tooley-street, London-bridge, S.E. Established 1843.

LEASEHOLD Ground—Rents for Sale amounting to over £300 per annum, secured on 50 good class residences in the South of London; rack-rental value over £1,500 per annum; held for about 80 years unexpired at a peppercorn rent.—Apply, MATTHEWS & MATTHEWS, Surveyors, 35, Bucklersbury, E.C.

DEBENTURES.—£1,000 6 per Cent. 2nd Debentures for Sale in sound Industrial Company. Established five years. Total issued—First Debentures, £50,000; Second Debentures, £10,000. Value of assets, excluding goodwill, according to the last balance-sheet, upwards of £80,000. Profits exceed £12,000.—Address, DEBENTURES at Horncastle's, 41, Cheap-side, E.C.

EQUITY AND LAW

LIFE ASSURANCE SOCIETY.

ESTABLISHED 1844.

Funds exceed - - - £3,200,000.

LONG-TERM POLICIES AT LOW RATES, with right to change to ordinary Assurances, thus giving

THE CHEAPEST ASSURANCE PROCURABLE.

Write for NEW PROSPECTUS, containing full information and other important alterations, to

SECRETARY, 16, LINCOLN'S INN FIELDS, LONDON.

PARTRIDGE & COOPER.**"TEMPLE BAR" FILE.**

The Strongest and
most Capacious
Box File Made.

**Cloth Back and
Corners.**

Separate Division
for each letter of
the Alphabet.

Octavo size, 2/6; Quarto size, 3/6; Fcap size, 4/-

ROYAL COURTS STATIONERY WAREHOUSE,
191 & 192, FLEET-STREET, AND 1 & 2, CHANCERY-LANE, E.C.

ORIENT COMPANY'S PLEASURE CRUISES

By their Steamships ORIENT, 5,965 tons register,
And LUSITANIA, 3,912 tons register,

For SOUTH of FRANCE, SICILY, PALESTINE, and
EGYPT,

Leaving London 15th Feb., Villefranche (Nice) 26th Feb.,
Arriving back in London 11th April.

For ITALY, GREECE, CONSTANTINOPLE, &c.,

Leaving London 17th March, Villefranche (Nice) 28th
March, arriving back in London 6th May.

String Band, electric light, hot and cold baths, high-class
cuisine.

Managers: F. Green & Co.; Anderson, Anderson, & Co.
Head Offices: Fenchurch-avenue.

For passage apply to the latter firm at 5, Fenchurch-
avenue, London, E.C.; or to the West-End Branch Office,
16, Cockspur-street, S.W.

Just published, price 5s. net.

**THE LAW RELATING TO
COMPANY PROMOTERS.**

BY

W. NEMBARD HIBBERT, LL.D. (Lond.),

ASSISTED BY

FRANK W. RAFFETY,

Both of the Middle Temple, Barristers-at-Law.

London: EFFINGHAM WILSON, Royal Exchange, E.C.

WANTED. No. 47 of Vol. XLVI. of the
Weekly Reporter, with STATUTES, dated September
24th, 1898; 6d. per copy will be paid for same at the Office,
27, Chancery-lane, W.C.

**COMPLETE VALUATIONS for the LEGAL PROFESSION,
EXECUTORS, &c., of Personal and Household Effects
according to the requirements of H.M. Court of Probate.**

SPINK & SON,

1 & 2, GRACECHURCH STREET, CORNHILL, E.C., and
17 & 18, PICCADILLY, LONDON, W.

ESTABLISHED 1772.

PROMPTITUDE. LOW CHARGES. DISTANCE NO OBJECT.

NOW READY.

Price 5s. Cash with order, 4s.; postage 3d.

**THE
LAND TRANSFER ACTS, 1875 & 1897**

AND
RULES,

WITH

**INTRODUCTION, NOTES, FORMS, PRECEDENTS
AND COPIOUS INDEX.**

Being a Practical Guide to the Devolution of Real
Estate and to Compulsory Registration of
Title under the Act of 1897.

BY

J. S. RUBINSTEIN,

Solicitor of the Supreme Court, Author of "The Convey-
ancing Acts, 1881-92," and "Conveyancing Costs," &c.,

AND

W. LEE NASH,

Of H.M. Office of Woods and Forests.

London: WATERLOW BROS. & LAYTON, Limited,
24 and 25, Birch-in-lane, E.C.

MR. BIRRELL'S NEW WORK.

Just published, price 3s. 6d. net.

**The Law and History of
Copyright in Books.**

BY

AUGUSTINE BIRRELL, M.P.,

One of Her Majesty's Counsel and Quain Professor
of Law at University College, London.

CASELL & COMPANY, LIMITED, London,
Paris, New York, and Melbourne.

**REEVES & TURNER,
LAW BOOKSELLERS AND PUBLISHERS.**

Literature Valued or Purchased.

A Large Stock of Second-hand Reports and Text-books
always on Sale.

100, CHANCERY LANE & CARRY STREET.

SPECIAL NOTICE.

16/- Allowed for PRIDEAUX'S CON-
VEYANCING, 2 vols., 16th Edition, in Part
Payment for the 17th Edition (price £3 10s., or for cash
with order, £2 10s.), now ready.
The 7th, 8th, 9th, and 10th Editions of same Work also
taken in part payment.

THE KELLY LAW-BOOK COMPANY, LTD.,

Dealers in all Descriptions of Law Books.

LINCOLN'S-INN-GATE, CAREY-ST., LONDON, W.C.

STAMMERING.—Mr. MASON, Specialist
from 1870, effects a Permanent Cure, by corre-
spondence or personally. Treatise and 2,000 example cases
lent free.—138, Lordship-road, Clissold-park, N.

TREATMENT OF INEBRIETY.

DALRYMPLE HOME,

RICKMANSWORTH, HERTS.

For Gentlemen, under the Act and privately.

For Terms, &c., apply to

R. WELSH BRANTHWAITE,

Medical Superintendent.

TREATMENT OF INEBRIETY AND ABUSE OF DRUGS.

HIGH SHOT HOUSE,

ST. MARGARET'S, TWICKENHAM,

For Gentlemen under the Acts and privately. Terms,

2s. to 4 Guineas.

Apply to Medical Superintendent,

P. BROMHEAD, B.A., M.B. (Camb.), M.R.C.S. (Eng.)

INEBRIETY.

MELBOURNE HOUSE, LEICESTER.

PRIVATE HOME FOR LADIES.

Medical Attendant: CHAS. J. BOND, F.R.C.S. Eng.,
L.R.C.P. Lond. Principal: H. M. RILEY, Assoc. Soc.
Study of Inebriety. Thirty years' Experience. Excellent
Legal and Medical References. For terms and particulars
apply Miss RILEY, or the Principal.

THE COMPANIES ACTS, 1862 TO 1898.

BY



AUTHORITY.

Every requisite under the above Acts supplied on the
shortest notice.

The BOOKS and FORMS kept in stock for immediate
use.

MEMORANDA and ARTICLES OF ASSOCIATION
speedily printed in the proper form for registration and
distribution. SHARE CERTIFICATES, DEBENTURES,
CHEQUES, &c., engraved and printed. OFFICIAL
SEALS designed and executed. No Charge for Sketches.

Solicitors' Account Books.**RICHARD FLINT & CO.,**

Stationers, Printers, Engravers, Registration Agents,
49, FLEET-STREET, LONDON, E.C. (corner
of Serjeants'-inn).

Annual and other Returns Stamped and Filed.

EDE AND SON,

ROBE



MAKERS.

BY SPECIAL APPOINTMENT.

To Her Majesty, the Lord Chancellor, the Whole of the
Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town
Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns.

ESTABLISHED 1899.

94, CHANCERY LANE, LONDON.

Complete
Probate
Valuations